

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Landstone Communities, DRI

REQUESTED ACTION: Approval of Settlement Agreement, Proportionate Share Agreement and Amended Restated Development Order

☐ Work Session (Report Only)
☐ Regular Meeting

DATE OF MEETING: 12/13/10
☐ Special Meeting

CONTRACT:

Agreements

☐ N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: _____

☒ Annual
☐ Capital
☒ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The attached Settlement Agreement between Landstone-Wright, LLC, TML of Marion, LLC, the City of Wildwood and the Department of Community Affairs (DCA) is a result of DCA's appeal of the original DRI Development Order for Landstone Communities, DRI that was previously adopted by the City Commission.

As stated in the Settlement Agreement, the City shall adopt the agreement, simultaneously, with the Amended and Restated Landstone Communities DRI Development Order (ARDO). Upon adoption of the ARDO and Settlement Agreement and submittal to DCA, a Notice of Voluntary Dismissal of the appeal will be filed. The ARDO reflects changes made to the original Development Order after negotiations among DCA, the City of Wildwood, Sumter County and Landstone.

The ARDO requires the developer to adequately mitigate for impacts to regionally significant roadway segments anticipated to occur as a result of the development of Phase I of the DRI and that specific transportation improvements may need to be constructed in connection with the development of Phase I.

The attached Transportation Proportionate Share Agreement between Landstone-Wright, LLC, TML of Marion, LLC, the City of Wildwood, Sumter County, Lake County and Florida Department of Transportation provides a means by which the developer will satisfy the proportionate share requirement provided for in the ARDO and by which Phase I will be assessed a proportionate share of the cost of constructing the needed transportation improvements required to mitigate for the transportation impacts.

The developer's proportionate share shall be allocated to the pipelined facilities which include the four-laning of CR 470, payment toward safety improvements to US 301/CR468, and participation in a

regional transit study

The agreement was approved and executed by FDOT on November 1st, by Sumter County on November 9th and by Lake County on November 23rd. The agreement has also been signed by the owners/developer.

Melanie Peavy
Development Services Director

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between **LANDSTONE-WRIGHT, LLC**, a Delaware limited liability corporation, with a mailing address of 12011 San Vicente Blvd., Suite 350, Los Angeles, CA 90049 ("**Developer**" or "**Landstone**"), **TML OF MARION, LLC**, a Florida limited liability company, f/k/a Tony Mendola, LLC, a Florida limited liability company, with a mailing address of P.O. Box 3988, Ocala, FL 34478 (hereinafter called "**Owner**"), the **CITY OF WILDWOOD, FLORIDA**, a Florida municipal corporation (the "**City**"), and the **DEPARTMENT OF COMMUNITY AFFAIRS ("DCA")**, an agency of the State of Florida.

WHEREAS, DCA is the state land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes, the Environmental Land and Water Management Act, which includes provisions relating to Developments of Regional Impact; and

WHEREAS, DCA is authorized by Section 380.032(3), Florida Statutes, to enter into an agreement with any landowner, developer or other governmental agency as may be necessary to effectuate the provisions and purposes of Chapter 380, Florida Statutes, or any related rule; and

WHEREAS, City issued a development order for the Landstone Communities DRI; and

WHEREAS, Landstone-Wright, LLC owns approximately 4,050.27 acres located in the City of Wildwood, Florida, which property is more particularly described in **Exhibit A** as Parcel A attached hereto and incorporated herein by reference; and

WHEREAS, TML of Marion, LLC owns approximately 81.49 acres located in the City of Wildwood, Sumter County, Florida which is legally described in **Exhibit A** as Parcel B, attached hereto and made a part hereof; and

WHEREAS, DCA appealed the DRI development order for the Landstone Communities DRI pursuant to section 380.07, Florida Statutes; and

WHEREAS, the parties hereto wish to avoid the expense and delay of lengthy litigation under the terms and conditions set forth herein, which terms and conditions effectuate the provisions and purposes of the Act, and it is in their best interests to do so.

NOW, THEREFORE, in consideration of the terms and conditions set forth hereafter and the full, complete and final settlement of all claims arising out of the above-styled appeal, the parties hereto agree as follows:

1. Representations. The representations set forth above are incorporated herein and are essential elements hereof.

2. Amended Development Order. Simultaneously with the adoption of this Agreement by the parties, the local government shall adopt the Amended and Restated Landstone Communities DRI Development Order attached to this Agreement as Exhibit A.

3. Voluntary Dismissal. If the local government adopts the Amended and Restated Landstone Communities DRI Development Order attached as Exhibit A, and renders it to the Department, the Department shall file a Notice of Voluntary Dismissal of the above-captioned appeal.

4. Entirety of Agreement. The parties further agree that this Settlement Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing and signed by the parties.

5. Duplicate Originals. This Settlement Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

6. Enforcement. In the event of a breach of this Agreement or failure to comply with any condition of it or if it has been based upon materially inaccurate information, the DCA may enforce this Agreement as provided in Section 380.06 and 380.11, Florida Statutes.

7. Retention of Right to Final Hearing; Enforcement of Agreement. Time is of the essence of this agreement. Each party to this agreement retains the right to have a final hearing in this proceeding in the event of a breach of this agreement, or if this agreement is based upon materially inaccurate information, or if the local government will not issue the development order contemplated by this agreement. Nothing in this agreement is deemed a waiver of such right. The Department or any other party to this agreement may move to have this matter set for final hearing if it becomes apparent that any other party whose action is required by this agreement is not proceeding in good faith to take that action. After these proceedings are concluded, this agreement may be enforced by any party as provided in Chapter 380, Florida Statutes, or as otherwise allowed by law.

8. Scope of Authority. This Agreement affects the rights and obligations of the parties under Chapter 380, Florida Statutes. It is not intended to influence or determine the

authority or decisions of any other state or local government or agency in issuance of any other permits or approvals that might be required by state law or local ordinance for any development authorized by this Agreement.

9. Release; Costs and Attorneys Fees. Each party hereto releases the other from any and all claims or demands arising out of the subject permit appeal. Each party shall bear its own costs and attorney fees incurred in connection with this proceeding.

10. Date of Execution. The date of execution of this Agreement shall be the date that the last party signs and acknowledges this Agreement.

IN WITNESS THEREOF, the parties by and through their respective undersigned duly authorized representatives have executed this Agreement on the dates and year below written.

SETTLEMENT AGREEMENT

11/5/2010

Witness:

CITY OF WILDWOOD

Printed Name: _____

By: _____

Name: Ed Wolf, Mayor

Title: Mayor

Printed Name: _____

Date: _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201__
by Ed Wolf, as Mayor, on behalf of City of Wildwood He/she ☐ did ☐ did not take oath.

Notary Public

Print Notary Name: _____

My Commission Expires: _____

My Commission Number: _____

☐ Personally known to me; or

☐ Produced _____
as identification

SETTLEMENT AGREEMENT

11/5/2010

DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Approved as to form and legal sufficiency:

Attorney, Department of Community Affairs

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____ of the Department of Community Affairs, an agency of the State of Florida, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

My Commission Expires:

SETTLEMENT AGREEMENT

11/5/2010

OWNER/DEVELOPER

LANDSTONE-WRIGHT, LLC, a Delaware limited liability company

By: Hearthstone Path of Growth Fund LLC, a Delaware limited liability company, Member

By: Hearthstone Professionals XII, LP, a California limited partnership, Managing Member

By: Hearthstone, Inc., a California corporation, General Partner

By: _____
Name: _____
Title: _____

By: Landstone Communities, LLC, a Delaware limited liability company, Member

By: _____
Albert Z. Praw
Chief Executive Officer

STATE OF CALIFORNIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2010, by _____, the _____ of Hearthstone, Inc., a California corporation, Member of LANDSTONE -WRIGHT, LLC, a Delaware limited liability company, on behalf of the company, who has produced _____ as identification or is personally known to me.

Notary Public, State of _____
Commission # _____
My Commission Expires: _____

SETTLEMENT AGREEMENT

11/5/2010

STATE OF CALIFORNIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2010, by Albert Z. Praw, the Chief Executive Officer of Landstone Communities, LLC, a Delaware limited liability company, Member of LANDSTONE -WRIGHT, LLC, a Delaware limited liability company, on behalf of the company, who has produced _____ as identification or is personally known to me.

Notary Public, State of _____
Commission # _____
My Commission Expires: _____

SETTLEMENT AGREEMENT

11/5/2010

OWNER

TML OF MARION, LLC, a Florida limited liability company, f/k/a Tony Mendola, LLC, a Florida limited liability company

By: _____
Albert Peek
Managing Member

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2010, by Albert Peek, the Managing Member of TML OF MARION, LLC, a Florida limited liability company, f/k/a Tony Mendola, LLC, on behalf of the company, who has produced _____ as identification or is personally known to me.

Notary Public, State of _____
Commission # _____
My Commission Expires: _____

Prepared By and Return to:

Cecelia Bonifay, Esq.
Akerman Senterfitt
420 S. Orange Avenue,
11th Floor
Orlando, Florida 32801

**LANDSTONE COMMUNITIES DEVELOPMENT OF REGIONAL IMPACT --
TRANSPORTATION PROPORTIONATE SHARE AGREEMENT FOR COUNTY
ROAD 470**

This **TRANSPORTATION PROPORTIONATE SHARE AGREEMENT** (this "**Agreement**") is made and entered into by and between **LANDSTONE-WRIGHT, LLC**, a Delaware limited liability corporation, with a mailing address of 12011 San Vicente Blvd., Suite 350, Los Angeles, CA 90049 ("**Developer**" or "**Landstone**"), **TML OF MARION, LLC**, a Florida limited liability company, f/k/a Tony Mendola, LLC, a Florida limited liability company, with a mailing address of P.O. Box 3988, Ocala, FL 34478 (hereinafter called "**Owner**"), the **CITY OF WILDWOOD, FLORIDA**, a Florida municipal corporation (the "**City**"), **SUMTER COUNTY**, a political subdivision of the State of Florida ("**Sumter**"), **LAKE COUNTY**, a political subdivision of the State of Florida ("**Lake**") and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida ("**FDOT**").

WITNESSETH:

WHEREAS, Landstone-Wright, LLC owns approximately 4,050.27 acres located in the City of Wildwood, Florida, which property is more particularly described in **Exhibit A** as Parcel A attached hereto and incorporated herein by reference; and

WHEREAS, TML of Marion, LLC owns approximately 81.49 acres located in the City of Wildwood, Sumter County, Florida which is legally described in **Exhibit A** as Parcel B, attached hereto and made a part hereof; and

WHEREAS, Parcels A and B as described on the attached **Exhibit A** (jointly referred to herein as the "Property") constitute The Landstone Communities Development of Regional Impact ("DRI"); and

WHEREAS, the Property is proposed to be developed in accordance with The Landstone Communities DRI Amended and Restated Development Order ("**ARDO**") approved by the City at a duly noticed public hearing, as same may be amended from time to time ("**Landstone Communities DRI ARDO**"); and

WHEREAS, pursuant to Florida Statutes, The Landstone Communities DRI ARDO requires the Developer to adequately mitigate for impacts to regionally significant roadway segments anticipated to occur as a result of development of Phase 1 of the DRI; and

WHEREAS, the ARDO for the DRI anticipates that specific transportation improvements (the "**Needed Transportation Improvements**") described and set forth in **Exhibit B**, attached hereto and incorporated herein, may need to be constructed in connection with development of Phase 1 of the DRI ("**Phase 1**"); and

WHEREAS, the ARDO provides for mitigation to address the traffic impacts of Phase 1, including provisions for a proportionate share payment pursuant to Section 163.3180, F.S., and Rule 9J-2.045(7)(a)3, F.A.C.; and

WHEREAS, all the parties, pursuant to this Agreement, have provided a means by which the Developer will satisfy the proportionate share requirement provided for in (and allowed by) the ARDO and by which Phase 1 will be assessed a proportionate share of the cost of

constructing the Needed Transportation Improvements required to mitigate for the transportation impacts of Phase 1 under Chapter 380, F.S., and Rule 9J-2, F.A.C.; and

WHEREAS, pursuant to this Agreement, Landstone-Wright, LLC has made a binding commitment to pay its proportionate share of the cost of the Needed Transportation Improvements required for Phase 1; and

WHEREAS, pursuant to Section 163.3180, F.S., and Rule 9J-2.045(7)(a)3, F.A.C., the City, Sumter, Lake, and FDOT have agreed to accept the "pipelining" or allocation of the proportionate share payment to the construction of CR 470, together with specified intersection signalization costs, together with the contribution to the Regional Transit Study as adequately mitigating the transportation impacts of Phase 1 on all significantly impacted state and regional roadways within their maintenance jurisdictions through build-out of Phase 1, as required by Chapter 380, F.S., and Rule 9J-2, F.A.C.; and

WHEREAS, the parties have reached an agreement as to the proportionate share payment, which is monetarily equivalent to the pipelining of improvements as set forth above, and the City, Sumter, Lake, and FDOT have agreed to accept said payment, to be provided by Developer in the form and manner set forth more fully below, in full satisfaction of all conditions relating to transportation mitigation through build-out of Phase 1 and in full satisfaction of all conditions relating to transportation concurrency through build-out of Phase 1, all in accordance with the ARDO, Rule 9J-2, F.A.C., Chapters 163 and 380, F.S., and the City's and Sumter's concurrency management ordinance(s).

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant, stipulate and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated by the parties as part of this Agreement as if fully set forth herein.

2. Proportionate Share Impacts.

(a) The parties hereby acknowledge and agree that Tables 1 and 2 of **Exhibit B**, the Needed Transportation Improvements, accurately reflect the intersection and roadway improvements needed to address the off-site impacts associated with Phase 1 of the Landstone Communities DRI.

(b) Developer has estimated the cost of the Needed Transportation Improvements utilizing the FDOT's Long Range Estimating (LRE) Cost Models as shown in Tables 1 and 2 of **Exhibit C**.

The cost estimates depicted in Tables 1 and 2 of **Exhibit C** constitute the total proportionate share ("**Developer's Proportionate Share**") required under the ARDO, Rule 9J-2 F.A.C., and Chapters 163 and 380, F.S. to mitigate all transportation impacts through build-out of Phase 1. Notwithstanding the foregoing, Developer's Proportionate Share payment may be more or less than the estimated amount contained in **Exhibit C** due to fluctuations in the actual cost of materials and labor at the time that the roadway improvements are bid and the improvements are constructed.

3. Pipelining of Developer's Proportionate Share. In order to maximize the value of Developer's contributions hereunder and ensure the construction of regionally-significant transportation improvements in a manner that coincides with development of Phase 1, the Developer's Proportionate Share plus the cost of the Safety Improvements, as further defined in Section 5, shall be allocated (i.e., pipelined) to those transportation improvements shown on **Exhibit D** attached hereto and incorporated herein (the "**Pipelined Facilities**"). The method of payment of Developer's Proportionate Share, including the timing and manner of funding for, or

construction of, the Pipelined Facilities, shall be as set forth in Section 4 below. The costs associated with the Regional Transit Study are not "pipelined" to the improvements shown on **Exhibit D**.

The parties acknowledge and agree that the pipelining of Developer's Proportionate Share to the Pipelined Facilities is authorized by, and is consistent with, the ARDO, Chapters 380 and 163, F.S., and Rule 9J-2, F.A.C. Accordingly, the City, Sumter, Lake, and FDOT agree that all transportation-related impacts (i.e., trips) generated through build-out of Phase 1 of the DRI shall be considered entirely mitigated and Developer shall have no obligation to further mitigate such Phase 1 impacts as a condition to developing subsequent phases of the DRI, nor shall Developer be penalized when developing subsequent phases of the DRI for pipelining Developer's Proportionate Share obligations from the Needed Transportation Improvements to the Pipelined Facilities. The parties acknowledge and agree that trips assigned to the Needed Transportation Improvements shall be credited for all future monitoring and modeling studies associated with development of subsequent phases of the DRI and in any proportionate share calculations relating thereto.

In Lake, Developer's Proportionate Share shall be pipelined into the segment of CR 470 from the Sumter/Lake County line to the east side of the Turnpike southbound ramp by the construction of a four-lane divided roadway, which shall transition back to two lanes prior to the Bridge crossing over the Turnpike, and which shall include reasonable intersection improvements required by Lake or the Florida Turnpike that are necessary to maintain safe and adequate traffic operations through the intersection. Lake shall provide right of way and Developer shall provide design, permitting, and construction for the project.

4. Four-Laning of CR 470.

The Developer's Proportionate Share shall be allocated (i.e., pipelined) to the Pipelined Facilities in the manner and schedule set forth below. Developer's entire Proportionate Share Payment for Phase 1 shall be pipelined to the four-laning of County Road 470 from County Road 501 to the southbound ramp of the Florida Turnpike per **Exhibit D** (the "**CR 470 Improvements**") and shall be payable according to the following schedule:

- Design:** Landstone shall commence the design or fund the design of the **CR 470 Improvements** within ninety (90) days of a written request by Sumter. However, such request shall not be made prior to twenty-four (24) months from the effective date of the Landstone Communities DRI ARDO. The design may be conducted at an earlier date at Landstone's option. In the vicinity of the Turnpike interchange, Landstone shall coordinate the design and maintenance of traffic plans for the project with Florida's Turnpike staff where necessary.
- Permitting:** Landstone shall obtain the necessary permits for the construction of the **CR 470 Improvements**. All maintaining agencies with jurisdiction shall cooperate with and provide the necessary assistance to Landstone in the acquisition of permits in a timely manner.
- ROW:** All necessary right-of-way (ROW), with the exclusion of ROW along the frontage of the DRI on CR 470, shall be made available by Lake and Sumter prior to the beginning of construction of the **CR 470 Improvements**. The Developer shall provide the necessary ROW along the frontage of the DRI on CR 470 at no cost to Sumter. Lack of ROW to be provided by Lake and/or Sumter shall not be construed as a performance default by the Developer under the terms of this Agreement.
- Pre-Construction:** Prior to the commencement of construction in Lake and/or Sumter, Developer shall attend a pre-construction conference with its engineer and contractor, Lake and/or Sumter and all affected utilities. Developer shall notify the other parties to this Agreement at least seven (7) days in advance of such meeting so as to allow the parties to attend. Developer shall not commence construction in Lake and/or Sumter until after the pre-construction conference and after receipt of a written "Notice to Proceed" from Lake and/or Sumter, which Lake and/or Sumter shall issue in its reasonable discretion once the applicable plans and specifications are approved, all necessary permits and approvals have been obtained, and all necessary right-of-way has been dedicated.
- Construction:** Construction of the **CR 470 Improvements** shall begin no later than completion of 50% of the Phase 1 development program as defined in **Exhibit F**, or an equivalent development threshold as may be calculated using the construction equivalency chart and methodology in **Exhibit F**. The

improvements will generally be constructed starting from the west (at CR 501) toward the east (SB ramp of the Florida Turnpike). Once begun, the improvements shall be completed within a reasonable time, and in any event shall be substantially completed and in use prior to commencement of Phase 2 of the Development Program for the Landstone DRI. A schedule for construction shall be approved by Lake and Sumter.

5. US 301/CR 468 Intersection Improvement. The portion of Developer's responsibility for the safety improvements to the intersection of US 301 and CR 468 ("**Safety Improvements**"), in the amount of Two Hundred Seventy Two Thousand Nine Hundred Thirty Eight and 00/100 Dollars (\$272,938.00) shall be added to the Developer's Proportionate Share Payment and pipelined to the **CR 470 Improvements**.

6. Regional Transit Study. The Developer shall participate in a regional transit study being conducted by the Lake-Sumter MPO. The Developer, along with the developers of other developments-of-regional-impact in the area surrounding the Property, will also fund the cost of the study. The Developer will pay an equal pro rata share of the study, not to exceed Fifty Thousand Dollars (\$50,000.00), to Sumter within thirty (30) business days of receipt of a written demand from the Lake-Sumter MPO, but no sooner than ninety (90) days after the Effective Date of the ARDO.

7. Design, Permitting and Construction of the **CR 470 Improvements**. The design, permitting, and construction of the **CR 470 Improvements** by the Developer shall proceed under the following terms and conditions:

(a) Cross Sections.

(i) Lake County: Lake completed a design of CR 470 prepared by Bowyer-Singleton & Associates, Inc., dated January 9, 2010 ("**Lake County CR 470 Design Plans**"), that provides a four-lane divided cross-section with an open drainage system on the segment between the Lake-Sumter County Line and the Turnpike. The cross-section for the **CR 470 Improvements** in Lake is attached as **Exhibit E-1**. The Lake CR 470 Design Plans

transition to two lanes in Lake at the Lake/Sumter County line. For the transition segment at the Lake/Sumter County line, Landstone shall re-design and re-permit as necessary this approximately two thousand (2,000) foot segment of CR 470, beginning at approximately Station 1020+15 and ending at approximately Station 1040+00, to provide for a four-lane cross section in Lake County as it crosses into Sumter County. In the likely event that the **CR 470 Improvements** occur prior to the CR 470 Bridge over the Turnpike being widened to 4 lanes, the Owner/Developer shall design and permit the transition segment at the southbound Turnpike ramp as follows, and as shown in **Exhibit E-2**: at a minimum, the full four-lane section shall generally extend to Station 1065+00 as shown on the Lake CR 470 Design Plans and then transition back to two lanes near the Bridge, generally at Station 1069+00.

(ii) *Sumter County*: Sumter is conducting a Project Development & Environmental (PD&E) Study of the CR 470 corridor in Sumter, through which Sumter identified a preferred four-lane divided cross-section with an open drainage system on the segment from CR 501 to the Lake-Sumter County Line. The preliminary cross-section for the **CR 470 Improvements** in Sumter is attached as **Exhibit E-3**.

(iii) *Reconciliation of Different Cross Sections*: At the point in time that the Developer is ready to commence the design of the **CR 470 Improvements**, Developer will work with Sumter and Lake to ensure that adequate transitions are provided between the varying cross-sections. If the Sumter cross section is wider or narrower, then the transition between the cross-sections shall occur in Sumter.

(b) *Project Plans and Approvals*. The timeframe for commencement and completion of the **CR 470 Improvements** is set forth in Section 4 above. Understanding that time is of the essence in the application of this Agreement and that the Developer shall make good faith efforts to avoid delay, Developer shall diligently prepare

all final plans and specifications ("**Plans**") and diligently pursue the acquisition of all governmental permits and approvals ("**Approvals**") necessary for construction of the **CR 470 Improvements** in accordance with Section 4 herein. To the extent Sumter or Lake have already completed design work for the **CR 470 Improvements**, each entity will assign such work to the Developer at no cost. In addition, Sumter or Lake will issue, assign or modify, as appropriate, any and all Approvals to the Developer necessary to facilitate the design and construction of the **CR 470 Improvements** subject to Section 4 herein. Developer may assign the responsibility of this paragraph to a Community Development District ("**CDD**"), construction contractor and/or the Construction, Engineering, Inspection ("**CEI**") firm for the construction of the **CR 470 Improvements**.

(c) *Right to Review and Approve the Plans and Approvals.* Sumter and Lake shall have the right to review and approve the Plans and all applications for Approvals for that portion of CR 470 located within their jurisdiction prior to the commencement of construction of the **CR 470 Improvements** and shall conduct such review in accordance with the applicable provisions of the Lake and Sumter Codes in effect at the time that the Design Plans are submitted for approval. With respect to such review, Sumter and Lake will exercise good faith and diligent efforts to expedite the review of the Plans and all applications for Approvals for the **CR 470 Improvements**. The **CR 470 Improvements** shall be constructed to Sumter and Lake standards and in accordance with the Plans and Approvals, provided that normal and customary field modifications may be made by Developer during construction in consultation with and agreement of Lake and/or Sumter. If, during the course of construction of the **CR 470 Improvements**, Sumter or Lake requests a substantive change to the approved construction plans resulting in an increase in the construction costs, Sumter or Lake shall

reimburse the Developer for said cost increases. A substantive change is defined as a change which would materially alter or modify the Plans and Approvals for the construction of the **CR 470 Improvements**. If, due to actions by the City, Sumter, Lake and/or the MPO, the **CR 470 Improvements** are required to be constructed to standards that would require the **CR 470 Improvements** to cost more than they would otherwise cost to be constructed to the respective Sumter and Lake standards, those additional costs shall not be the responsibility of the Developer. For impacts to the intersection with Florida's Turnpike ramps and impacts to the interchange area, the Developer will coordinate the design and maintenance of traffic plans with Florida's Turnpike staff where necessary.

(d) Relocation of Utilities. Where existing utilities, either aerial or underground, need to be relocated as a result of the **CR 470 Improvements**, Lake and/or Sumter shall work cooperatively to ensure the cost of any required utility work shall be borne by the utility provider and shall not be the obligation of the Developer. Landstone shall be able to proceed with development of the DRI through Phase 1, although the construction of CR 470 may be slowed due to the relocation of existing utilities. If a delay is encountered by Developer due to the relocation of utilities, the Developer may proceed as set forth in Section 9.

(e) Provision of Right of Way. Sumter and Lake shall obtain the necessary right of way for the **CR 470 Improvements** at no cost to Developer, prior to the commencement of construction of said improvements with the exception that the Developer shall provide, at no cost to Sumter, the necessary right-of-way along the DRI frontage on CR 470. If the right of way to be obtained by Lake and Sumter is not available at the time the Developer is ready to commence construction, the Developer may

proceed as set forth in Section 9. Developer may proceed with development activities without hindrance through Phase 1 of the Landstone DRI despite the lack of available right of way. Any subsequent transportation analysis of the Landstone DRI shall consider CR 470 programmed for improvement, meaning that CR 470 will be considered a road with four-lane capacity despite the payment of funds to either Lake and/or Sumter or a surety being posted due to the lack of available right of way as set forth in Section 9.

(f) Governmental Permits and Approvals. The construction of the **CR 470 Improvements** may require various permits from other governmental authorities, which may include, but are not limited to, authorization under the Clean Water Act by the U.S. Environmental Protection Agency for storm water discharges from construction sites. The Developer is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the **CR 470 Improvements**, including permit approvals issued by the United States Army Corps of Engineers, the Southwest Florida Water Management District, the St. Johns River Water Management District, and the Florida Department of Environmental Protection; provided, however, Sumter and Lake shall work cooperatively and assist Developer as necessary to ensure permits are obtained in a timely and cost effective manner. This Agreement shall constitute the existence of a sufficient interest for Developer to obtain all permits in Developer's name. Upon proper completion of construction in accordance with this Agreement, the appropriate County shall take an assignment of the operational and maintenance phases of any permits and the Developer shall execute such documents as are necessary to complete such an assignment.

(g) Authorized County Representative. Lake and Sumter shall appoint and authorize a single individual to serve as a representative to coordinate and manage the

review of Developer activities pursuant to this Agreement. The individual or that individual's designee shall have the authority to act on behalf of the County in all matters relative to this Agreement and his or her approval shall be binding on the County. The Developer shall notify each County's representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work. The Sumter representative for this project shall be the Sumter County Director of Public Works and the Lake representative for this project shall be the Lake County Director of Public Works.

(h) Construction, Engineering and Inspection Firm. Developer shall hire a FDOT qualified CEI firm to provide construction engineering, inspection, and Verification Testing (VT) for the **CR 470 Improvements**, which services shall be performed in accordance with the appropriate County's specifications. Should a matter arise that requires Resolution Testing, as that term is defined by Sumter and/or Lake, the Developer shall utilize an AASHTO accredited laboratory (not associated with QC or VT testing) to perform Resolution Testing. All testing results shall be provided to the Lake and/or Sumter representative with a copy to the non-requesting County's representative. Each County shall have the right, but not the obligation, to perform such independent testing from time to time of the roadway segment being constructed in its jurisdiction during the course of the construction at each County's own expense.

(i) Work Inconsistent With Approved Plans. Sumter or Lake may request and shall be granted conferences with Developer and at Developer's option, Developer's CEI firm and/or Developer's contractor to discuss any part of the work that it determines to be inconsistent with the previously approved design plans or Sumter or Lake specifications. After such a meeting, if Sumter or Lake determine that construction activities are being performed inconsistent with these standards, the parties will follow the

following process: (1) the respective County will notify Developer in writing of its determination of inconsistency, specifying the inconsistencies, (2) within seven days of such notification, Developer will develop a proposed corrective action with a time frame for accomplishing same and provide that proposal to Lake and/or Sumter for its review and approval, (3) Developer will monitor the corrective action and provide both Sumter and Lake status reports at such intervals as are reasonable based on the corrective action undertaken, (4) Sumter or Lake may, but is not obligated to, review independently the progress of the corrective action, (5) if Sumter or Lake determines the corrective action is not being done sufficiently, it shall notify Developer in writing that the operation will cease within seventy-two hours and (6) within seventy-two hours after receipt of such notice from Sumter or Lake, Developer will stop all work until an acceptable resolution is reached. If Lake or Sumter determine a condition exists which threatens the public's safety, either County may, at its discretion, issue an immediate stop work order.

(j) Maintenance of Traffic and Construction Operations. Developer or Developer's contractor shall have the obligation to monitor the maintenance of traffic and construction operation during the course of the work so that the safe and efficient movement of the traveling public is maintained. Developer or Developer's contractor is further obligated to make such changes to the maintenance of traffic plan as may be necessary. During construction, Developer or Developer's contractor shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the project area in accordance with Sumter or Lake's respective requirements.

(k) Completion of Improvements. Upon completion of the work in accordance with the Plans and Specifications, Developer shall furnish a set of record

drawings certified by the Engineer of Record that the necessary improvements have been completed in general conformance with the Plans and Approvals, as the same may be modified in accordance with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information and belief all materials entering into the work are in general conformance with the Plans and Approvals, or otherwise conform to or meet generally accepted professional practices. The Developer shall also prepare and submit any required certifications to permitting agencies. In addition, Developer shall, at such time, provide each County with copies of records from the project as each County may request, including, but not limited to, Engineer of Record sealed Record Drawings.

At completion of Construction, submission of the materials described within this section to Lake and acceptance of improvements by Lake, Developer shall provide a Maintenance Bond or irrevocable letter of credit made payable to Lake in the amount of ten percent (10%) of the actual cost of construction for a period of twenty-four (24) months from Lake's acceptance of the **CR 470 Improvements** in Lake.

8. Environmental Issues Discovered During Construction.

(a) Endangered or Threatened Species, Flora or Fauna. The Developer shall provide the requisite professional services and obtain all permits needed to comply with federal, state and/or local environmental protection requirements. Lake and Sumter shall have the authority to review and approve or disapprove any mitigation efforts and methods required as part of the environmental permit process in its county, and Lake and/or Sumter shall pay the permit fees and any mitigation/relocation costs for any environmental protection permits required in its respective county. In the event that any environmental issues arise regarding the location of any endangered or threatened species,

flora or fauna within either the Lake and/or Sumter right of way, the Developer shall immediately cease work and notify the respective County representative. The affected County shall coordinate with the appropriate agencies and notify the Developer of any required action thereto. The Developer shall have the right to continue development through Phase 1 despite any delay in its CR 470 construction activities due to the location of any threatened or endangered species, flora or fauna in the right of way.

(b) Contaminated Soil. In the event contaminated soil is encountered within either the Lake or Sumter right of way provided by each County, the Developer shall immediately cease work and notify the respective County. The affected County shall coordinate with the appropriate agencies and notify the Developer of any required action related thereto. The Developer shall not be responsible for any costs or expenses for remediation or clean up of such contamination, or any damages whatsoever associated therewith unless such contamination was caused by Developer, its agents, or employees. The Developer shall have the right to continue development through Phase 1 despite the determination that there are contaminated soils in the right of way or that remediation measures must be undertaken.

(c) Wetlands. In the event that wetlands are found to exist in the right of way donated by either Lake or Sumter and wetland impacts have not been permitted by the County in which the right of way is located upon commencement of the construction of CR 470, the Developer is responsible for obtaining the necessary permits to allow the wetlands to be impacted. It shall be the responsibility of the Developer to obtain the necessary permits, but it shall be the responsibility of the County in which the wetlands exist to pay for the cost of obtaining permits and for the wetland mitigation. If the construction of CR 470 by the Developer is delayed by the need to obtain the necessary

permits or mitigate the wetland impacts, the Developer shall have the right to continue development of its Property through Phase 1.

(d) Developer may assign the various tasks and construction work set forth in this Section 5 to its contractor, its CEI firm and/or to a CDD created for the DRI pursuant to Chapter 190, F.S. However, ultimate responsibility for the timely and competent execution of such tasks and work shall remain with the Developer or its successors and/or assigns as provided for in Section 21.

9. Delay in Construction.

(a) If during the course of design or prior to construction of the **CR 470 Improvements**, issues arise with (1) utilities relocation as outlined in Section 7(d) (2) provision of ROW as outlined in Section 7(e), (3) obtaining governmental permits as outlined in Section 7(f) and/or (4) environmental issues are discovered as outlined in (a) through (c) in Section 8 above and have not been remedied at the time that the Developer is ready to proceed with the construction of the **CR 470 Improvements**, at the option of either Lake or Sumter or the Developer, Developer may pay to Lake and/or Sumter either the cash value of the improvement located within their jurisdiction or post a surety bond or letter of credit in the amount of the improvement. The cash value shall be based on the amount of the bid received for the construction of the **CR 470 Improvements**. Monies and/or a surety received by Lake and/or Sumter shall be utilized exclusively for the construction of **CR 470 Improvements** in accordance with the Plans and Approvals.

(b) If during the course of construction environmental issues are discovered as outlined in (a) through (c) in Section 8 above and have not been remedied in adequate time to allow the construction to be completed prior to the commencement of Phase 2 of the DRI, in which the environmental problem has caused the delay of

construction of the **CR 470 Improvements**, at the option of either Lake or Sumter or the Developer, Developer may terminate the construction project and pay to Lake and/or Sumter either the cash value of the improvement located within their jurisdiction or post a surety bond or letter of credit in the amount of the bid for the remaining unimproved segment of the **CR 470 Improvements** in each County. Monies and/or a surety received by Lake and/or Sumter shall be utilized exclusively for the construction of **CR 470 Improvements** in accordance with the Plans and Approvals.

(c) The payment of the funds or the posting of the surety shall relieve the Developer from any further obligation and shall fulfill the Developer's responsibility under this Agreement for payment and provision of the Developer's Proportionate Share for Phase 1 and the Landstone DRI may proceed with development in Phase 2 subject to other requirements established in the ARDO, such as Modeling and Monitoring.

10. Alternative Funding. If additional funding for the **CR 470 Improvements** is secured by Developer or via alternative means, such as a federal earmark or grant, which provides for the entire cost of the **CR 470 Improvements**, the Developer shall be deemed to have satisfied its proportionate share obligation for Phase 1. However, in the case of only partial and incomplete funding of the **CR 470 Improvements** from alternative means, Developer shall provide the local funding match for the **CR 470 Improvements** as required by a federal or state grant, up to the amount of the Developer's Proportionate Share. Developer may finance its proportionate share payment by the use of a CDD.

11. Competitive Bidding Not Required. Sumter, Lake and City acknowledge and agree that, pursuant to Section 380.06(15)(d)4, F.S., the Developer is not required to utilize the competitive bidding or negotiating procedures for selection of a contractor or design professional for any part of the construction or design of the **CR 470 Improvements**.

12. Road Impact Fee Credits. Sumter and City agree that Developer shall be entitled to road impact fee credits and reimbursement or the statutory or locally adopted equivalent of road impact fees, not to exceed 100% of the Sumter and/or City portion of the road impact fee revenue generated within the DRI.

13. Satisfaction of DRI Transportation Improvement Requirements. Upon execution of this Agreement and subject to Developer's compliance with the terms and conditions set forth herein, Sumter, Lake, City, and FDOT hereby acknowledge and agree on the following:

(a) the Developer is deemed to have satisfied all requirements under the ARDO, Chapter 380, F.S., and Rule 9J-2, F.A.C., for the mitigation of the traffic impacts of the DRI through build-out of Phase 1;

(b) the Developer is deemed to have satisfied all transportation concurrency requirements under the City's Code of Ordinances and Land Development Code, Sumter County's Code of Ordinances and Section 163.3180, F.S. for Phase 1; and

(c) the Developer is entitled under Chapters 163 and 380, F.S., and Chapter 9J-2, F.A.C., to fully and completely develop Phase 1 through build-out, without regard to whether the **Needed Transportation Improvements** are actually constructed (with the exception of the **CR 470 Improvements**), and without regard to whether, in the absence of this Agreement, Phase 1 fails to satisfy transportation concurrency at the time of development. The **CR 470 Improvements** shall commence construction no later than 50% completion of Phase 1 as stated in this Agreement.

(d) Prior to commencement of Phase 2 of the Landstone DRI, a modeling and monitoring transportation analysis shall be conducted as set forth in the ARDO, Rule 9J-2, F.A.C., and Chapters 163 and 380, F.S., to determine the off-site transportation impacts and the appropriate proportionate share requirements for Phase 2.

14. Community Development District. Any or all of Developer's funding and/or construction-related obligations set forth in this Agreement may be performed by a Community Development District created for the DRI pursuant to Chapter 190, F.S. In addition, and without limiting the foregoing, the Developer may perform any financial and/or construction-related obligation herein and be reimbursed by a Community Development District created for the DRI.

15. TRIP or Other Federal Funding Programs. Lake, Sumter and City hereby agree to apply and/or cooperate in the application for TRIP funding or other available funding for the **CR 470 Improvements**, as applicable, pursuant to Florida Statutes.

16. Governing Law/Binding Effect. This Agreement shall be interpreted and governed by Florida Law. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.

17. Remedies. The parties hereto shall have all rights and remedies provided hereunder and under Florida Law with respect to the enforcement of this Agreement and hereby acknowledge and agree that each party hereto shall have the right and remedy to bring an action or actions for specific performance and such other equitable or injunctive relief as appropriate or necessary to enforce this Agreement. The parties agree that the venue for all such action(s) or other equitable or injunctive relief shall be in Sumter.

18. Notice of Default. The parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform. Said party shall have thirty (30) calendar days to respond to the written notice and shall have ninety (90) calendar days from receipt of said written notice to cure default, unless said party can demonstrate a good faith effort to cure.

19. Notices. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other address as provided by the parties by written notice delivered in accordance with this Paragraph):

For: City of Wildwood
Attn: Robert Smith, City Manager
City of Wildwood
100 N. Main Street
Wildwood, Florida 32786

With a Copy to:
Jerri A. Blair, Esq.
Jerri A. Blair, P.A.
P.O. Box 130
Tavares, FL 32778

For: Sumter County
Attn: Bradley Arnold, County Administrator
209 N. Florida Street
Bushnell, FL 33513

With a Copy to:
Derrill McAteer, Esq.
The Hogan Law Firm
20 S. Broad Street
Brooksville, FL 34601

For: Lake County
Attn: Fred Schneider, Engineering Director/PE
P.O. Box 7800
Tavares, FL 32778-7800

With a Copy to:
Melanie Marsh, Esq.
Acting County Attorney
P.O. Box 7800
Tavares, FL 32778-7800

For: Developer
Landstone-Wright, LLC
12011 San Vicente Blvd., Suite 350
Los Angeles, CA 90049
Attn: Albert Z. Praw

With a Copy to:
Cecelia Bonifay, Esq.
Akerman Senterfitt
420 South Orange Avenue, 12th Floor
Orlando, Florida 32801

And to:
Hearthstone
Attn: Tracy Carver, Esq.
General Counsel
781 Lincoln Avenue, Suite 300
San Rafael, CA 94901

For: Florida Department of Transportation
Attn: Dan McDermott, Esq.
719 S. Woodland Blvd.
Deland, FL 32720

With a copy to:
Florida Department of Transportation
Attn: John Moore
133 South Semoran Blvd
Orlando, FL 32807

For: Owner
TML of Marion, LLC
Attn: Albert Peek
P.O. Box 3988
Ocala, FL 34478

With a Copy to:
W. James Gooding III, Esq.
Gilligan, King, Gooding & Gifford, P.A.
1531 SE 36 Ave.
Ocala, FL 34471

20. Amendments. No amendment, modification or other changes in this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

21. Assignability. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns and all rights, privileges, benefits and burdens created hereunder are covenants running with title to the Property, binding upon and inuring to the benefit of Developer and Owner, respectively, and their respective successors and assigns. Each party hereto acknowledges and agrees that either Developer or Owner shall have the right to assign its respective rights and obligations under this Agreement to any of such party's successors in title to all or any part of the Property owned by such party, and that upon any such assignment by Developer or Owner, Developer or Owner, as the case may be, shall thereupon be released and discharged from any and all obligations arising under this Agreement. However, ultimate responsibility for the timely and competent execution of all obligations arising under this Agreement shall remain with the Developer or whomever has title to the Property.

22. Successors and Assigns Bound. The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.

23. Recording. The Developer shall record this Agreement in the Public Records of Sumter County at the Developer's expense.

24. Effective Date. This Agreement shall become effective upon: (1) execution by all parties and (2) expiration of all appeal periods for the Landstone Communities DRI ARDO.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

26. Force Majeure. Neither Party shall be liable nor be able to terminate this contract for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence. A "Force Majeure Occurrence" shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by exercise or reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign combatants, terrorists acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labor disputes of third parties to this contract, or the prolonged failure of electricity or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause. Developer shall have the right to continue to proceed with development of Phase 1 despite its ability to commence or complete the CR 470 Improvements due to a Force Majeure occurrence.

27. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

28. Waiver. Failure to enforce any provision of this Agreement by any party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

29. Independent Contractor. Developer recognizes that it is an independent contractor and not an agent or a service of Lake or Sumter. No person employed by any party to

this Agreement shall in connection with the performance of the required improvement, be considered the employee of the other party, nor shall any employee claiming a right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

30. Indemnity. Developer shall protect, defend, reimburse, indemnify and hold Lake County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during or out of construction of the required improvements contemplated by this Agreement. To the extent permitted by law, Lake County shall protect, defend, reimburse, indemnify and hold Owner and Developer, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during or out of construction of the required improvements contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
in manner and form sufficient to bind them as of the date set forth herein below.

Witness:

CITY OF WILDWOOD

Printed Name: _____

By: _____

Name: Ed Wolf, Mayor

Title: Mayor

Printed Name: _____

Date: _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 200__ by Ed Wolf, as Mayor, on behalf of **City of Wildwood** He/she ☐ did ☐
did not take oath.

Notary Public

Print Notary Name: _____

My Commission Expires: _____

My Commission Number: _____

☐ Personally known to me; or

☐ Produced _____
as identification

Witness:

SUMTER COUNTY:

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

Date: _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____, as _____, on behalf of **Sumter County**. He/she ☐ did ☐ did not take oath.

Notary Public

Print Notary Name: _____

My Commission Expires: _____

My Commission Number: _____

☐ Personally known to me; or

☐ Produced _____
as identification

LAKE COUNTY:

LAKE COUNTY, through its BOARD OF
COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the Board of
County Commissioners, Lake County

Welton G. Cadwell, Chairman

Date:_____

Approved as to form and legality:

Melanie N. Marsh
Acting County Attorney

Landstone Communities DRI Proportionate Share Agreement

1. (e) TIMED ITEMS - Approval requested for the Negotiated Settlement Agreement; the Proportionate Share Agreement; and the ~~Order and Resolution~~ Development Order for Landstone DRI

Witness:

FLORIDA DEPARTMENT OF
TRANSPORTATION:

Jennifer C. Wynn
Printed Name: Jennifer C. Wynn

Kerry Marchese
Printed name: Kerry Marchese

By: Noranne Downs
Name: Noranne Downs
Title: District Secretary

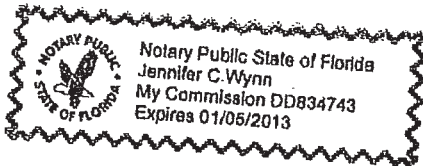
Date: 11-1-10

State of Florida

County of Volusia

[Signature]
Legal Review

The foregoing instrument was acknowledged before me this 1st day of November 2010, by Noranne Downs as District Secretary, on behalf of the Florida Department of Transportation who has produced _____ as identification or is personally known to me.



Jennifer C. Wynn
Notary Public, State of _____
Commission # _____
My Commission Expires: _____


OWNER/DEVELOPER

LANDSTONE-WRIGHT, LLC, a Delaware
limited liability company

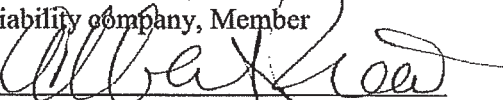
By: Hearthstone Path of Growth Fund LLC, a
Delaware limited liability company,
Member

By: Hearthstone Professionals XII, LP, a
California limited partnership,
Managing Member

By: Hearthstone, Inc., a California
corporation, General Partner

By: 
Name: CHARLES SCHETTER
Title: PRESIDENT

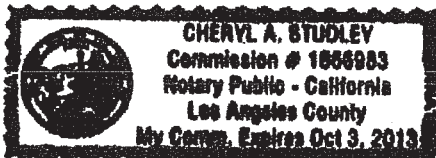
By: Landstone Communities, LLC, a Delaware
limited liability company, Member

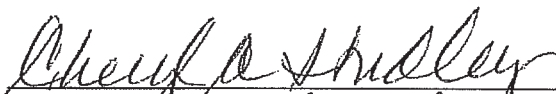
By: 
Albert Z. Praw
Chief Executive Officer

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 21 day of OCTOBER
2010, by Charles Schetter, the PRESIDENT of Hearthstone, Inc., a
California corporation, Member of LANDSTONE -WRIGHT, LLC, a Delaware limited liability
company, on behalf of the company, who has produced CA DRIVERS LICENSE as
identification or is personally known to me.



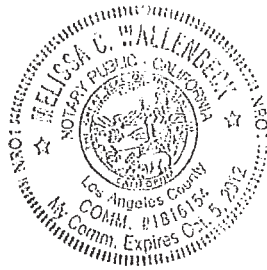

Notary Public, State of CALIFORNIA
Commission # 1866983
My Commission Expires: OCTOBER 3, 2013

Landstone Communities DRI Proportionate Share Agreement

STATE OF CALIFORNIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2010, by Albert Z. Praw, the Chief Executive Officer of Landstone Communities, LLC, a Delaware limited liability company, Member of LANDSTONE -WRIGHT, LLC, a Delaware limited liability company, on behalf of the company, who has produced _____ as identification or is personally known to me.



Telissa C. Wallenberg
Notary Public, State of _____
Commission # _____
My Commission Expires: _____

OWNER

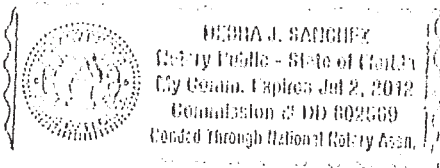
TML OF MARION, LLC, a Florida limited liability company, f/k/a Tony Mendola, LLC, a Florida limited liability company

By: _____
Albert Peek
Managing Member

STATE OF FLORIDA

COUNTY OF Marion

The foregoing instrument was acknowledged before me this: 23rd day of October, 2010, by Albert Peek, the Managing Member of TML OF MARION, LLC, a Florida limited liability company, f/k/a Tony Mendola, LLC, on behalf of the company, who has produced _____ as identification or is personally known to me.)



Medina J. Sanchez
Notary Public, State of Florida
Commission # DD 802569
My Commission Expires: July 2, 2012

1. (e) TIMED ITEMS – Approval requested for the Negotiated Settlement Agreement; the Proportionate Share Agreement; and the Amended and Restated Development Order for Landstone DRI

EXHIBIT "A"
Legal Description of Landstone DRI Property

(see attached)

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A

A PORTION OF SECTIONS 15, 16, 17 AND 28 TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. TOGETHER WITH ALL OF SECTIONS 21, 22 AND 27 TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 15-20-23; THENCE ALONG THE EAST LINE OF AFORESAID SECTION 15-20-23 SOUTH $00^{\circ}12'50''$ WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH $00^{\circ}12'50''$ WEST, A DISTANCE OF 5,283.27 FEET TO THE SOUTHEAST CORNER OF SECTION 15-20-23; THENCE ALONG THE EAST LINE OF AFORESAID SECTION 22-20-23 SOUTH $00^{\circ}12'50''$ WEST, A DISTANCE OF 5,333.27 FEET TO THE SOUTHEAST CORNER OF SECTION 22-20-23; THENCE ALONG THE EAST LINE OF AFORESAID SECTION 27-20-23 SOUTH $00^{\circ}26'10''$ WEST, A DISTANCE OF 5,333.71 FEET TO THE SOUTHEAST CORNER OF SECTION 27-20-23; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST $1/4$ OF SECTION 27-20-23 NORTH $89^{\circ}46'18''$ WEST, A DISTANCE OF 2,674.55 FEET TO THE SOUTH $1/4$ CORNER OF SECTION 27-20-23; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST $1/4$ OF SECTION 27-20-23 NORTH $89^{\circ}49'59''$ WEST, A DISTANCE OF 2,655.24 FEET TO THE SOUTHWEST CORNER OF SECTION 27-20-23; THENCE ALONG THE WEST LINE OF THE SOUTHWEST $1/4$ OF SECTION 27-20-23 NORTH $00^{\circ}10'27''$ EAST, A DISTANCE OF 1,333.94 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST $1/4$ OF THE SOUTHEAST $1/4$ OF SECTION 28-20-23; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST $1/4$ OF THE SOUTHEAST $1/4$ OF SECTION 28-20-23 NORTH $89^{\circ}32'31''$ WEST, A DISTANCE OF 1,332.94 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST $1/4$ OF THE SOUTHEAST $1/4$ OF SECTION 28-20-23; THENCE ALONG THE WEST LINE OF THE SOUTHEAST $1/4$ OF THE SOUTHEAST $1/4$ OF SECTION 28-20-23 SOUTH $00^{\circ}05'48''$ WEST, A DISTANCE OF 1,334.31 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST $1/4$ OF THE SOUTHEAST $1/4$ OF SECTION 28-20-23; THENCE ALONG THE SOUTH LINE OF SECTION 28-20-23 NORTH $89^{\circ}33'27''$ WEST, A DISTANCE OF 1331.14 FEET TO THE SOUTH $1/4$ CORNER OF SECTION 28-20-23; THENCE CONTINUE ALONG SAID SOUTH LINE NORTH $89^{\circ}33'27''$ WEST, A DISTANCE OF 2662.79 FEET TO THE SOUTHWEST CORNER OF SECTION 28-20-23; THENCE ALONG THE WEST LINE OF SECTION 28-20-23 NORTH $00^{\circ}07'47''$ WEST, A DISTANCE OF 5,341.74 FEET TO THE NORTHWEST CORNER OF SECTION 28-20-23; THENCE ALONG THE WEST LINE OF SECTION 21-20-23 NORTH $00^{\circ}21'08''$ EAST, A DISTANCE OF 5,311.20 FEET TO THE NORTHWEST CORNER OF SECTION 21-20-23; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST $1/4$ OF SECTION 17-20-23 NORTH $89^{\circ}35'19''$ WEST, A DISTANCE OF 2,669.67 FEET TO THE SOUTH $1/4$ CORNER OF SECTION 17-20-23; THENCE ALONG THE WEST LINE OF THE SOUTHWEST $1/4$ OF THE SOUTHEAST $1/4$ OF SECTION 17-20-23 NORTH $00^{\circ}04'24''$ WEST, A DISTANCE OF 1,330.45 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST $1/4$ OF THE SOUTHEAST $1/4$ OF SECTION 17-20-23; THENCE ALONG

THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17-20-23 SOUTH 89°37'22" EAST, A DISTANCE OF 1,334.58 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17-20-23; THENCE ALONG THE WEST LINE OF THE EAST 1/4 OF SECTION 17-20-23 NORTH 00°05'01" WEST, A DISTANCE OF 3,844.55 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°41'26" EAST, A DISTANCE OF 1,333.26 FEET; THENCE SOUTH 89°47'47" EAST, A DISTANCE OF 2,695.81 FEET; THENCE SOUTH 89°52'46" EAST, A DISTANCE OF 2,681.23 FEET; THENCE SOUTH 89°43'44" EAST, A DISTANCE OF 5,346.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL B

THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

Altogether Containing 4,131.8 acres more or less.

Exhibit B

**Table 1
Landstone DRI – Phase 1
Off-Site Roadway Proportionate Share Impacts**

Roadway	Roadway Segment	Improvement	Segment Length (miles)	DRI Prop Share %
CR470	I-75 to US 301	Widen to 4 Lanes	2.45	9.71%
	US 301 TO CR 501	Widen to 4 Lanes	3.95	24.67%
	CR 501 to Sumter/Lake Cnty Ln	Widen to 4 Lanes	2.55	37.90%
	Sumter/Lake Cnty Ln to NB Turnpike Ramps	Widen to 4 Lanes	1.25	29.10%
US 301	CR 470 (E) to SR 471	Widen to 4 Lanes	0.32	62.47%
	SR 471 to CR470 (W)	Widen to 4 Lanes	0.24	45.71%
CR 501	CR 468 to CR 470	Widen to 4 Lanes	3.16	24.67%

**Table 2
Landstone DRI – Phase 1
Off-Site Intersection Proportionate Share Impacts**

Intersection	Control	Proposed Improvement	Proportionate Share %
CR 470 and CR 48	Signalized	Timing/ Phasing, Restripe WB Approach	100%
CR 470 and CR 501 / Project Ent	Stop	Add Turn Lanes ⁽¹⁾	100%
		Signalize (When Warranted)	80% ⁽²⁾
CR 470 and I-75 NB Ramps	Stop	Add NB Right Turn Lane	13.60%
CR 470 and I-75 SB Ramps	Stop	Signalize (When Warranted)	10% ⁽²⁾
CR 470 and FL Turnpike NB Ramps	stop	Signalize (When Warranted)	50% ⁽²⁾
CR 470 and FL Turnpike SB Ramps	Stop	Signalize (When Warranted)	50% ⁽²⁾
US 301 and CR 470 W.	Signalized	Timing/ Phasing	100%
CR 468 and CR 501	Stop	Signalize (When Warranted)	40% ⁽²⁾
CR 48 and SR 19	Signalized	Timing/ Phasing	100%
SR 44 and CR 468 N.	Signalized	Timing/ Phasing	100%
SR 44 and CR 468 S.	Stop	Signalize (When Warranted)	20% ⁽²⁾

(1) Final Intersection configuration to be agreed in coordination with Sumter County for the CR 470 Improvements.

(2) Project's proportionate share percentage was based on general estimates and agreed with FDOT.

Exhibit C

Table 1
Landstone DRI – Phase 1
Off Site Roadway Proportionate Share Cost

Roadway	Roadway Segment	Improvement	Segment Length (miles)	DRI Prop Share %	Construction Cost*	Right of Way Acquisition	Engineering (15% of Construction)	CEI (10% of Construction)	Wetland Impacts	Segment Total	DRI Proportionate Share
CR470	I-75 to US 301	Widen to 4 Lanes	2.45	9.71%	\$13,244,941	\$2,244,424	\$1,986,741	\$1,324,494	\$20,610	\$18,821,210	\$1,828,346
	US 301 TO CR 501	Widen to 4 Lanes	3.95	24.67%	\$21,209,441	\$3,411,400	\$3,181,416	\$2,120,944	\$33,228	\$29,956,429	\$7,389,253
	CR 501 to Sumter/Lake Cnty Ln	Widen to 4 Lanes	2.55	37.90%	\$13,692,171	\$2,202,296	\$2,053,826	\$1,369,217	\$21,451	\$19,838,961	\$7,330,387
	Sumter/Lake Cnty Ln to Turnpike NB Ramps	Widen to 4 Lanes	1.25	29.10%	\$9,187,617	\$1,416,360	\$1,378,143	\$918,762	\$20,000	\$12,920,861	\$3,759,361
Prop Share \$20,307,347											
US 301	CR 470 (E) to SR 471	Widen to 4 Lanes	0.32	62.47%	\$2,598,120	\$324,469	\$389,718	\$259,812	\$2,692	\$3,574,810	\$2,233,096
	SR 471 to CR470 (W)	Widen to 4 Lanes	0.24	45.71%	\$1,945,590	\$243,351	\$292,288	\$194,859	\$2,019	\$2,681,108	\$1,225,649
Prop Share \$3,458,745											
CR 501	CR 468 to CR 470	Widen to 4 Lanes	3.16	24.67%	\$14,865,881	\$1,966,024	\$2,229,882	\$1,486,588	\$65,000	\$20,613,375	\$5,084,633
Total Proportionate Share \$28,850,725											
Value of Landstone ROW Conveyance on CR 470 (27.5 Acres)											
Net Proportionate Share \$27,265,725											

*Source: FDOT LRE System

Exhibit C

Table 2
Landstone DRI – Phase 1
Off Site Intersection Proportionate Share Cost

Intersection	Control	Proposed Improvement	Prop Share %	Project Cost	Proportionate Share Cost
CR 470 and CR 48	Signalized	Timing/ Phasing, Restripe WB Approach	100%	\$20,000	\$20,000
CR 470 and CR 501 / Project Ent	Stop	Add Turn Lanes ⁽¹⁾	100%	Agreed to By Sumter County	Agreed to By Sumter County
		Signalize (When Warranted)	80% ⁽²⁾	\$220,000	\$176,000
CR 470 and I-75 NB Ramps	Stop	Add NB Right Turn Lane	13.60%	\$350,000	\$47,600
CR 470 and I-75 SB Ramps	Stop	Signalize (When Warranted)	10% ⁽²⁾	\$220,000	\$22,000
CR 470 and FL Turnpike NB Ramps	stop	Signalize (When Warranted)	50% ⁽²⁾	\$220,000	\$110,000
CR 470 and FL Turnpike SB Ramps	Stop	Signalize (When Warranted)	50% ⁽²⁾	\$220,000	\$110,000
US 301 and CR 470	Signalized	Timing/ Phasing	100%	\$10,000	\$10,000
CR 468 and CR 501	Stop	Signalize (When Warranted)	40% ⁽²⁾	\$220,000	\$88,000
CR 48 and SR 19	Signalized	Timing/ Phasing	100%	\$10,000	\$10,000
SR 44 and CR 468 N.	Signalized	Timing/ Phasing	100%	\$10,000	\$10,000
SR 44 and CR 468 S.	Stop	Signalize (When Warranted)	20% ⁽²⁾	\$220,000	\$44,000
Total Proportionate Share for Interse ction Impacts					\$647,600

(1) Final Intersection configuration to be agreed in coordination with Sumter County for the CR 470 Improvements.

(2) Project's proportionate share percentage was based on general estimates and agreed with FDOT.

EXHIBIT "D"

PIPELINED FACILITIES

PIPELINED ROADWAY IMPROVEMENTS

Roadway	Segment	Improvement	Length (miles)
CR 470	CR 501 to Sumter/Lake County Line	Widen to 4 Lanes	2.55
	Sumter/Lake County Line to Turnpike SB Ramps	Widen to 4 Lanes	0.75

PIPELINED TRAFFIC CONTROL IMPROVEMENTS

Intersection	Improvement
CR 470 & CR 501/Project Entrance	Signalize
CR 470 & Turnpike SB Ramps	Signalize
CR 470 & Turnpike NB Ramps	Signalize

1. (e) TIMED ITEMS – Approval requested for the Negotiated Settlement Agreement; the Proportionate Share Agreement; and the Amended and Restated Development Order for Landstone DRI

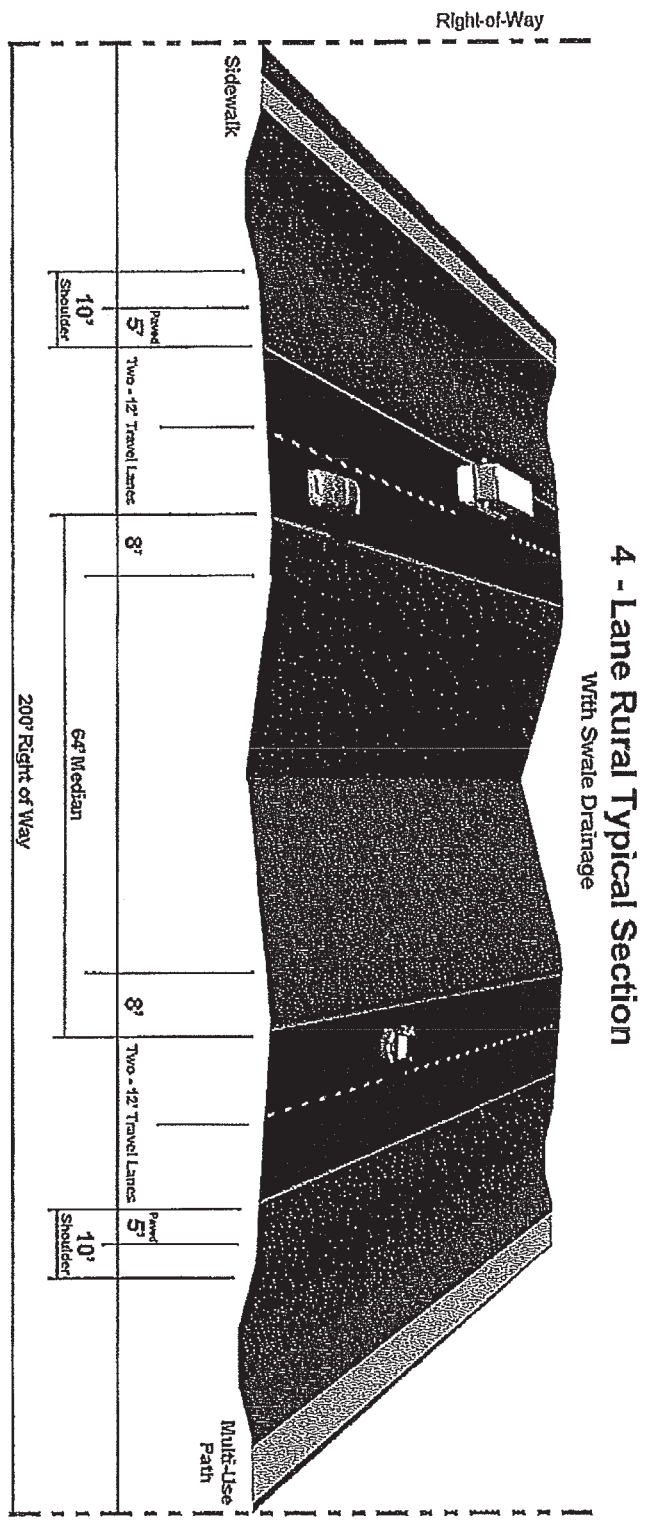
COMPOSITE EXHIBIT "E"
Cross-Sections for CR 470 Improvements

(see attached)

Source: Lake County CR 470 Design Plans dated January 9, 2010 (prepared by Boyer Singleton and Associates)

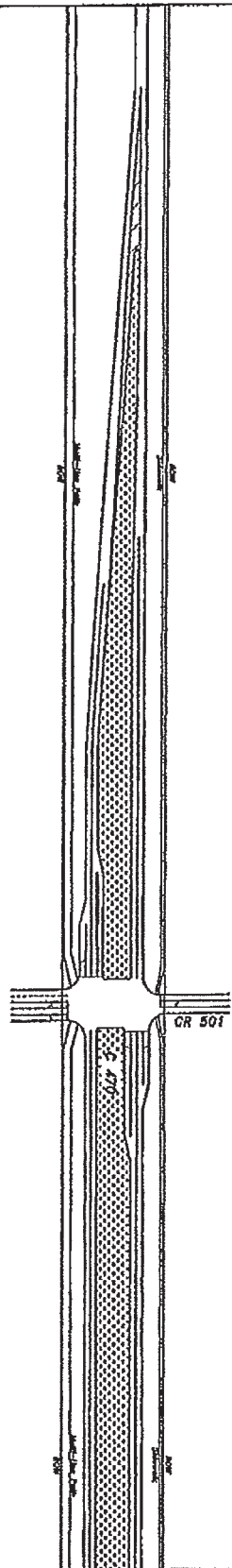
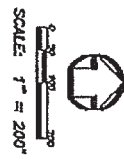
1. (e) TIMED ITEMS – Approval requested for the Negotiated Settlement Agreement; the Proportionate Share Agreement; and the Amended and Restated Development Order for Landstone DRI

Exhibit E-2
Sumter County Typical Section



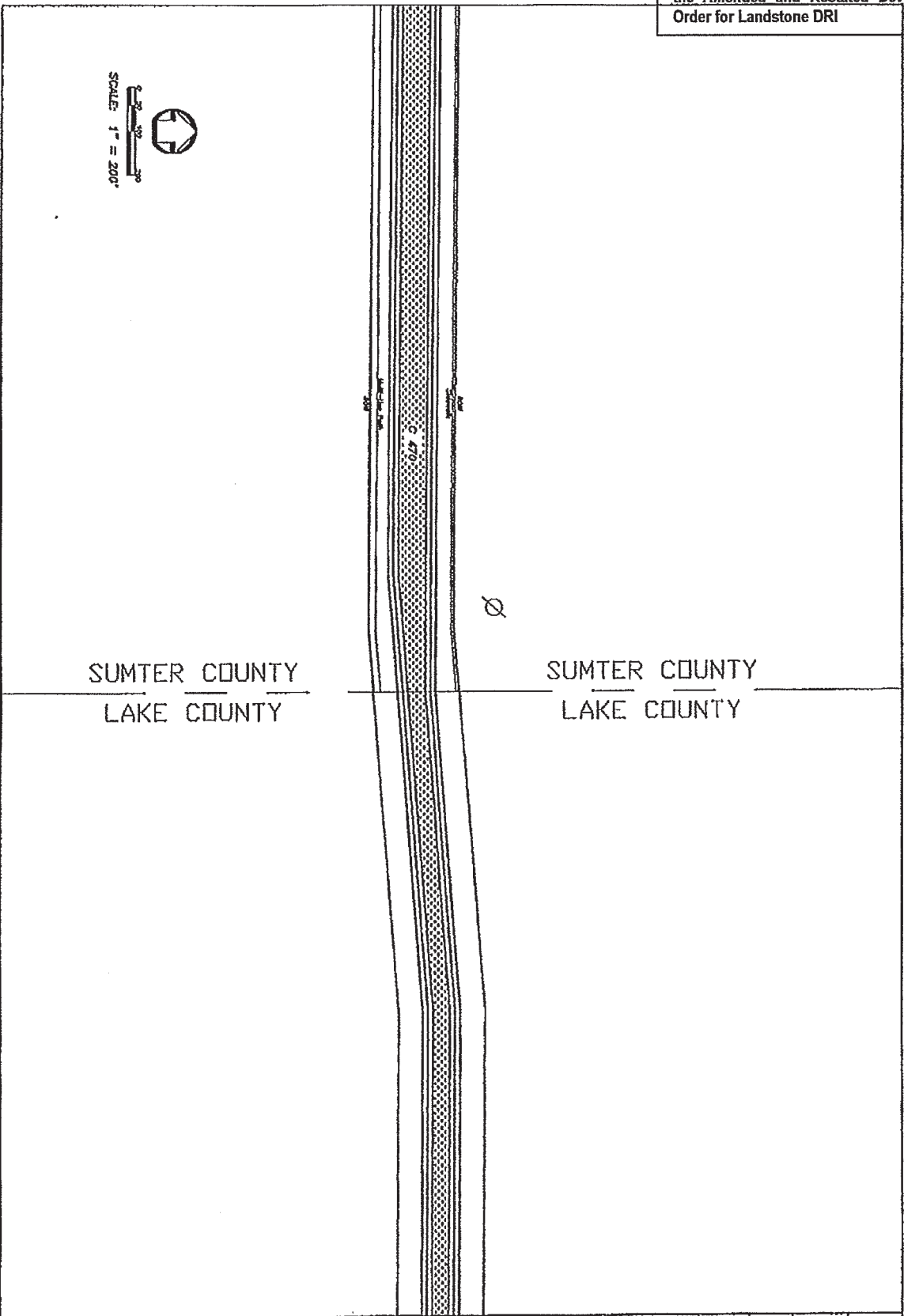
Source: Sumter County CR 470 PD&E Study - Draft (prepared by DRMP, Inc.)

1. (e) TIMED ITEMS – Approval requested for the Negotiated Settlement Agreement; the Proportionate Share Agreement; and the Amended and Restated Development Order for Landstone DRI



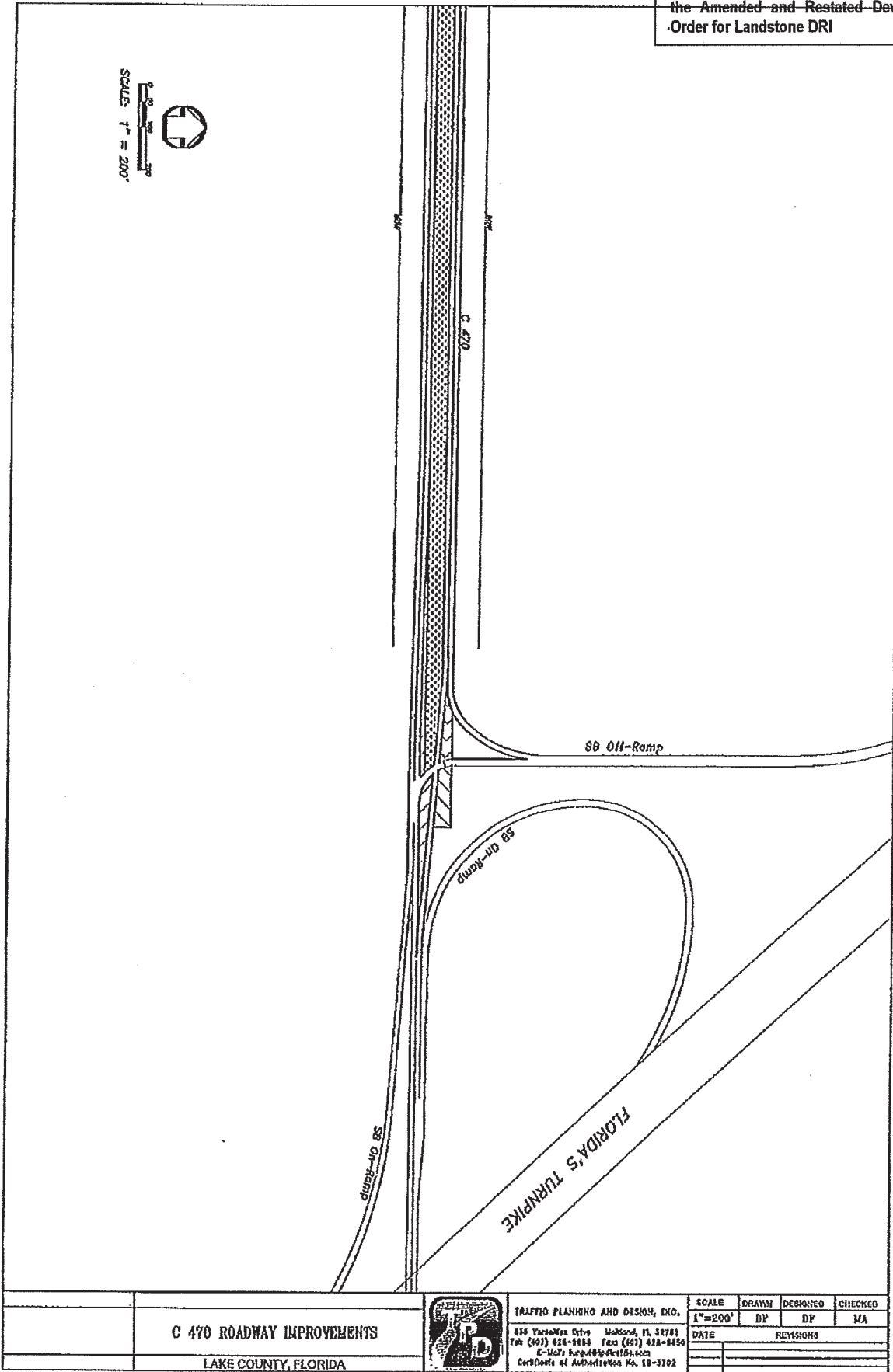
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1. (e) TIMED ITEMS – Approval requested for the Negotiated Settlement Agreement; the Proportionate Share Agreement; and the Amended and Restated Development Order for Landstone DRI



	C 470 ROADWAY IMPROVEMENTS		TRAFFIC PLANNING AND DESIGN, INC. 655 Vero Beach Drive, Vero Beach, FL 32971 Tel: (407) 828-9115 Fax: (407) 828-8850 E-Mail: tpd@tpdinc.com Certificate of Authorization No. 18-5702	SCALE 1"=200'	DRAWN DF	DESIGNED DF	CHECKED MA
SUMTER / LAKE COUNTY, FLORIDA				DATE		REVISIONS	

1. (e) TIMED ITEMS – Approval requested for the Negotiated Settlement Agreement; the Proportionate Share Agreement; and the Amended and Restated Development Order for Landstone DRI



C 470 ROADWAY IMPROVEMENTS

LAKE COUNTY, FLORIDA



TRAFFIC PLANNING AND DESIGN, INC.
 839 Yarrowden Drive, Maitland, FL 32751
 Tel: (407) 824-4444 Fax: (407) 434-8450
 E-Mail: tpd@tpdinc.com
 Certificate of Authorization No. EB-3702

SCALE	DRAWN	DESIGNED	CHECKED
1"=200'	DP	DP	MA
DATE	REVISIONS		

Exhibit F

CR 470 Improvements - Project Commencement Trigger

1) 50% of Phase 1 Development Program

Phase I Land Use*	Size	ITE Code	Tip Rate**	Total Trips
Single Family Detached Housing	1,300 DUs	210	0.83	1,079
Residential Condo / Townhome	325 DUs	230	0.43	140
Multi-Family Apartment	113 DUs	220	0.63	71
Commercial/Retail	85 KSF	820	6.59	560
General Office Space	30 KSF	710	2.43	73
Warehouse/Industrial	125 KSF	130	0.54	68
Hotel/Motel	125 Rooms	310	0.7	88
***Total Peak Hour Trips at 50% of Phase 1 Development				2,079

* Regional Park and Golf Course were excluded from the development triggers

**PM Peak Trip Rates were obtained from Table 21-6B dated 3-25-10

*** Total Trips shall be calculated at the time that Certificates of Occupancy are received

2) The following calculation table shall be used to determine if the development achieved at a given time is equivalent to the 50% Phase 1 Development outlined in 1 above.

Land Use	Development Achieved		Trip Rate	Total Trips
Single Family Detached Housing	<input type="text"/>	x	0.83	<input type="text"/>
Residential Condo / Townhome	<input type="text"/>	x	0.43	<input type="text"/>
Multi-Family Apartment	<input type="text"/>	x	0.63	<input type="text"/>
Commercial/Retail	<input type="text"/>	x	6.59	<input type="text"/>
General Office Space	<input type="text"/>	x	2.43	<input type="text"/>
Warehouse/Industrial	<input type="text"/>	x	0.54	<input type="text"/>
Hotel/Motel	<input type="text"/>	x	0.7	<input type="text"/>
Total Peak Hour Trips at Time of Calculation				<input type="text"/>

IF THE TOTAL TRIPS ARE EQUAL TO OR GREATER THAN 2,079, THE 50% THRESHOLD HAS BEEN ACHIEVED

3) The following development equivalency table can be used to determine the equivalent conversion between the 50% Phase 1 Development outlined above and an alternative development program achieved

From v	To >	Single Family (Dwelling Units)	Condo/TH (Dwelling Units)	Multi-Family (Dwelling Units)	Retail/Comm (1,000 Sq. Ft.)	Office (1,000 Sq. Ft.)	Industrial (1,000 Sq. Ft.)	Hotel (Rooms)
Single Family Housing (DU)			1.930	1.324	0.126	0.342	1.537	1.186
Condominium/Townhomes (DU)	0.518			0.686	0.065	0.177	0.796	0.614
Multi-Family Apartments (DU)	0.755		1.457		0.095	0.258	1.160	0.895
Retail/Commercial (KSF)	7.940		15.326	10.516		2.712	12.204	9.414
General Office (KSF)	2.928		5.651	3.878	0.369		4.500	3.471
Warehouse/Industrial (KSF)	0.651		1.256	0.862	0.082	0.222		0.771
Hotel (Room)	0.843		1.628	1.117	0.106	0.288	1.286	

AMENDED AND RESTATED
DEVELOPMENT ORDER
THE LANDSTONE COMMUNITIES DEVELOPMENT OF REGIONAL IMPACT
CITY OF WILDWOOD, FLORIDA

THIS AMENDED AND RESTATED DEVELOPMENT ORDER is entered into and made as of the _____ day of _____, 2010, by and between CITY OF WILDWOOD, FLORIDA, a Florida municipal corporation (hereinafter called "City"), LANDSTONE-WRIGHT, LLC, a Delaware limited liability company with a mailing address of 12011 San Vicente Blvd., Suite 350, Los Angeles, CA 90049 (hereinafter called "Owner/Developer" or "Developer") and TML OF MARION, LLC, a Florida limited liability company, f/k/a Tony Mendola, LLC, a Florida limited liability company, with a mailing address of P.O. Box 3988, Ocala, FL 34478 (hereinafter called "Owner").

WHEREAS, Landstone-Wright, LLC owns approximately 4,050.27 acres located in the City of Wildwood, Sumter County, Florida which is legally described in Exhibit A as Parcel A, attached hereto and made a part hereof; and,

WHEREAS, TML of Marion, LLC owns approximately 81.49 acres located in the City of Wildwood, Sumter County, Florida which is legally described in Exhibit A as Parcel B, attached hereto and made a part hereof; and,

WHEREAS, Owner/Developer and Owner intend to develop itself or to sell, bargain, transfer, succeed or assign its interests in both Parcels A and B (jointly referred to herein as the "Property") to a land developer to develop the Property or any portion thereof, in accordance with this Amended and Restated Development Order; and,

WHEREAS, § 380.06, Fla. Stat., mandates that developments of the size, density and intensity proposed shall undergo development of regional impact review; and,

WHEREAS, in October 2007, an Application for Development Approval ("ADA") for The Landstone Communities Development of Regional Impact ("The Landstone Communities DRI") was filed with the City; and,

WHEREAS, it is proposed that the Property may be developed as set forth herein; and,

WHEREAS, the proposed development is not located in an area of critical state concern as designated pursuant to Chapter 380, Fla. Stat.; and,

WHEREAS, pursuant to § 380.06(11), Fla. Stat., the Withlacoochee Regional Planning Council ("WRPC") is required to issue a regional report and recommendation in connection with its review of The Landstone Communities DRI; and

WHEREAS, on September 18, 2008, the WRPC met and unanimously approved the Regional Report and Recommendations relative to The Landstone Communities DRI (the "Regional Report"); and,

WHEREAS, pursuant to § 380.06, Fla. Stat., the City of Wildwood City Commission is the governing body having jurisdiction over the review and approval of developments of regional impacts located within City of Wildwood, Florida; and,

WHEREAS, the proposed development went through the review process of the various agencies and it was before the City Commission to approve, approve with conditions or deny The Landstone Communities DRI pursuant to § 380.06, Fla. Stat.; and,

WHEREAS, in accordance with §§ 166.041 and 380.06, Fla. Stat., the City Commission conducted a public hearing on October 30, 2008, to review and consider The Landstone Communities DRI and the related Development Order; and,

WHEREAS, following rendition of the Development Order and submittal and adoption of the related comprehensive plan amendment, the Florida Department of Community Affairs (DCA), through issuance of its Statement of Intent dated December 24, 2008, noted its objections, comments and recommendations as to the comprehensive plan amendment related to The Landstone Communities DRI, and by appeal to the Florida Land and Water Adjudicatory Commission dated January 8, 2009, DCA noted its objections to the adopted Development Order; and

WHEREAS, following extensive negotiations between the City, the Developer and DCA, the parties entered into a settlement in January 2010, which resolved all issues raised with regard to the comprehensive plan amendments and the Development Order; and

WHEREAS, this Amended and Restated Development Order conforms the terms and conditions of approval applicable to The Landstone Communities DRI Amended and Restated Development Order to the comprehensive plan so that this Amended and Restated Development Order is consistent with the comprehensive plan, as amended; and

WHEREAS, on February 22, 2010, the City Commission held a duly noticed public hearing to consider the Stipulated Settlement Agreement relating to the comprehensive plan amendment for The Landstone Communities DRI and the Amended and Restated Development Order; and

WHEREAS, on March 8, 2010, the City Commission held a duly noticed public hearing to adopt the remedial amendments relating to the comprehensive plan subarea policies for The Landstone Communities DRI and the adoption of this Amended and Restated Development Order; and

WHEREAS, notice of this hearing date was published in accordance with law; and,

WHEREAS, at the public hearing on this matter, any member of the general public requesting to do so was given the opportunity to present written or oral communications; and,

WHEREAS, during the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and submit rebuttal evidence; and,

WHEREAS, this Amended and Restated Development Order shall be recorded in the Public Records in Sumter County, Florida and shall run with the land.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILDWOOD CITY COMMISSIONERS, CITY OF WILDWOOD, FLORIDA, IN PUBLIC MEETING DULY CONSTITUTED AND ASSEMBLED THIS ____ DAY OF _____, 2010, THAT THE APPLICATION FOR DEVELOPMENT APPROVAL FOR THE LANDSTONE COMMUNITIES DEVELOPMENT OF REGIONAL IMPACT, SUBMITTED BY LANDSTONE -WRIGHT, LLC and TML OF MARION, LLC, IS HEREBY ORDERED APPROVED SUBJECT TO THE TERMS BELOW:

SECTION I. DEFINITIONS

1. ACOE – U.S. Army Corps of Engineers.
2. ADA – The Application for Development Approval for The Landstone Communities Development of Regional Impact dated October 23, 2007, as supplemented by The Landstone Communities Development of Regional Impact First Sufficiency Response dated January 28, 2008, as supplemented by The Landstone Communities Development of Regional Impact Second Sufficiency dated April 9, 2008, attached hereto and incorporated herein.
3. ADTs – Average Daily Trips.
4. CDD – A Community Development District created for The Landstone Communities DRI, pursuant to Chapter 190, Fla. Stat.
5. City – City of Wildwood, Florida.
6. City Commission – The City Commission of the City of Wildwood, Florida.
7. DCA or Department – Florida Department of Community Affairs.
8. EMP – Environmental Monitoring Plan.
9. FDEP – Florida Department of Environmental Protection.
10. FFWCC – Florida Fish and Wildlife Conservation Commission.
11. GMP – Groundwater Monitoring Plan.
12. IPMP – Integrated Pest Management Plan.
13. Owner/Developer or Developer – Landstone-Wright, LLC, a Delaware limited liability company, the owner/developer of the Property; provided, however, the term "Developer" may refer to that person, persons, entity or entities which has lawfully acquired the rights to develop the Property through sale, bargain, donation, transfer, succession, assignment or combination thereof and regardless of whether same was voluntary or involuntary (i.e. insolvency, liquidation, bankruptcy).

14. Development Order – This Amended and Restated Development Order for The Landstone Communities DRI, as same may be amended from time to time hereafter.

15. Effective Date of the Amended and Restated Development Order – This Amended and Restated Development Order shall not become effective until all applicable appeal periods for this Amended and Restated Development Order have expired; and the Proportionate Share Mitigation Agreement, as discussed herein has been executed by all parties thereto.

16. External Roadway Network – Public roadways external to the Property.

17. HMP – Wetlands and Wildlife Habitat Management Plan for The Landstone Communities DRI, prepared by Bio-Tech Consulting Services, Inc., attached hereto as Exhibit B and incorporated herein by reference.

18. Revised Map H – The master development plan for The Landstone Communities DRI, a copy of which is attached hereto and incorporated herein as Exhibit C.

19. MOU – Memorandum of Understanding, recorded in the land records of Sumter County at O.R. Book 1980, Page 63, as may be amended from time to time.

20. The Project – Development of the Property in conformance with the development program contained in this Amended and Restated Development Order.

21. Property – The real property subject to this Amended and Restated Development Order consisting of approximately 4,131.76 acres located in the City of Wildwood and being legally described in Exhibit A attached hereto and made a part hereof.

22. The Landstone Communities DRI – The Landstone Communities Development of Regional Impact.

23. Net New External PM Peak Hour Trips – New (Non Pass-by) Project trips occurring during the p.m. peak hour (4-6 p.m.) on the external roadway network as calculated by Traffic Analysis or measured at the project access points to the External Roadway Network.

24. SWFWMD – Southwest Florida Water Management District.

25. SWPP – Stormwater Pollution Prevention Plan.

26. SWQMP – Surface Water Quality Monitoring Plan.

27. USFWS – US Fish and Wildlife Service.

28. WRPC – Withlacoochee Regional Planning Council.

29. WRPC Report or Regional Report- the Withlacoochee Regional Planning Council Regional Review and Recommendations of The Landstone Communities Development of Regional Impact Application for Development Approval, as presented to and unanimously

approved by the Withlacoochee Regional Planning Council Board of Directors at a public hearing on September 18, 2008.

SECTION II. FINDINGS OF FACT

- A. The Developer filed the ADA with respect to the Property pursuant to Section 380.06, Fla. Stat.
- B. The Property does not lie within an area of critical state concern, according to DCA, authorized by Section 380.05, Fla. Stat.
- C. The Landstone Communities ADA was reviewed by, and recommendations were received from, the WRPC, the City, the County and all other agencies required to review the ADA pursuant to Section 380.06, Fla. Stat.
- D. All public hearings as required by Section 380.06, Fla. Stat., were duly noticed and held, and on October 30, 2008, the City Commission adopted the original Development Order for The Landstone Communities DRI and on _____, 2010, adopted this Amended and Restated Development Order.
- E. This Amended and Restated Development Order is substantially consistent with the Regional Report of the WRPC and constitutes approval of The Landstone Communities DRI.
- F. The City has processed and approved an application to amend its Comprehensive Plan in conjunction with the ADA.
- G. The above recitals are incorporated herein by reference and made a part hereof.
- H. Except for terms defined herein, the definitions contained in Chapter 380, Fla. Stat., and Chapter 9J-2 Fla. Admin. Code, shall govern and apply to this Amended and Restated Development Order.
- I. Whenever this Amended and Restated Development Order provides for or otherwise necessitates reviews, approvals, or determinations of any kind subsequent to its issuance, the right to review, approve and determine includes all directly affected governmental agencies and departments set forth under applicable laws and rules, provided any rights vested by this Amended and Restated Development Order shall not be affected.
- J. Notice of the hearing date for adoption of this Amended and Restated Development Order was published in accordance with law.
- K. In each instance where the Developer is responsible for ongoing maintenance of privately owned facilities or infrastructure, the Developer may assign any or all of its responsibilities to improve and maintain those facilities to an appropriate entity able to fulfill such responsibility, including, but not limited to a CDD or a homeowners or property owners association, consistent with statutory and rule requirements and the conditions of this Amended and Restated Development Order.

L. Pursuant to Rule 9J-2.025, Fla. Admin. Code (2008), the following representations and informational statements are incorporated into this Amended and Restated Development Order and made a part hereof:

1. Name. The name of the development is "The Landstone Communities DRI." The development of regional impact, as approved by this Amended and Restated Development Order, may be referred to as "The Landstone Communities DRI" or as the "Development" (as the context dictates).

2. Authorized Agent. The Developer may designate one or more authorized agents to act on its behalf. The Developer's authorized agents are, and any and all correspondence and communication may be made to the Developer at the following addresses:

Cecelia Bonifay, Esq.
Akerman Senterfitt
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801

Chuck Piper
Landstone-Wright, LLC
13506 Summerport Village Parkway #411
Windermere, FL 34786

Tracy Carver
Executive Vice President and General Counsel
Hearthstone
781 Lincoln Avenue, #300
San Rafael, CA 94901

3. Principal Entities.

(a) The name of the Developer is Landstone-Wright, LLC, a Delaware limited liability company, who is also the current owner of Parcel A of the Property and is the principal entity pursuing the Application for Development Approval for The Landstone Communities DRI. It is acknowledged that the term Developer may refer to that person, persons, entity or entities which has lawfully acquired the rights to develop the Property or any portion thereof, through sale, bargain, donation, transfer, succession, assignment or combination thereof and regardless of whether same was voluntary or involuntary (i.e. insolvency, liquidation, bankruptcy) and may be someone other than Landstone-Wright, LLC.

(b) TML of Marion, LLC, who is the current owner of Parcel B of the Property.

(c) Landstone-Wright, LLC and TML of Marion, LLC have represented, and the City has materially relied upon said representations:

(1) That they are current owners of the Property;

(2) The Developer of the Property may be some person(s) or entity(ies) other than Landstone-Wright, LLC or TML of Marion, LLC;

(3) Landstone-Wright, LLC and TML of Marion, LLC understand and agree that this Amended and Restated Development Order shall be binding upon it and its heirs, successors and/or assigns, and including the Developer, as accepted and agreed to on the last page hereof; and

(4) This Amended and Restated Development Order shall be recorded and shall run with the land.

4. ADA. The ADA (as defined in Section I above) for The Landstone Communities DRI is hereby approved subject to the terms of this Amended and Restated Development Order.

5. Development Description. The Landstone Communities DRI will be developed as a master planned community with residential uses, compatible commercial/retail, office, hotel and industrial uses along with associated public and private facilities and amenities as provided for in this Amended and Restated Development Order, and shown on Revised Map H. At build out, and subject to the conditions and restrictions herein, there will be a maximum of 8,025 residential units, a maximum of 802,500 square feet of non-residential uses (commercial/retail and/or office), up to 500,000 square feet of warehouse/industrial, a mining site of up to 280 acres, up to 250 hotel rooms, and a community serving facility, which may include (i) 18 holes of golf course with clubhouse and associated uses and/or (ii) a spa/wellness facility.

M. Required Specific Findings of Fact.

1. Legal Description. The legal description of the Property is contained in Exhibit A.
2. Monitoring Procedures. The monitoring procedures are set forth in Section V below.
3. Documents/Materials Incorporated Herein By Reference.

(a) The ADA is hereby incorporated into this Amended and Restated Development Order by reference and made a part hereof.

(b) The WRPC Report is hereby incorporated into this Amended and Restated Development Order by reference and made a part hereof.

(c) Revised Map H, Master Development Plan, as last revised on March 9, 2010, is attached as Exhibit C to this Amended and Restated Development Order and is hereby incorporated into this Amended and Restated Development Order by reference and made a part hereof.

(d) The Landstone Communities DRI Annexation Agreement, adopted by the City Commission on January 8, 2007, is hereby incorporated into this Amended and Restated Development Order by reference and made a part hereof.

(e) The Wetlands and Wildlife Habitat Management Plan, attached as Exhibit B, upon its approval by the FFWCC, shall be incorporated into this Amended and Restated Development Order by reference and made a part hereof without requiring the filing of a Notice of Proposed Change ("NOPC") pursuant to Section 380.06(19), Fla. Stat. and shall be reported in the next biennial report.

4. Compliance Dates.

(a) The Developer shall have commenced development with the development approved herein within five (5) years of the Effective Date of this Amended and Restated Development Order; provided, however, that the City may extend such commencement date for good cause (to include adverse market conditions). The phrase "commence development" for purposes of this Amended and Restated Development Order shall mean that the Developer shall have constructed or cause to be constructed any site grading or clearing, infrastructure, roadways, or vertical development.

(b) This Amended and Restated Development Order shall expire on December 31, 2030, unless extended by an amendment to this Amended and Restated Development Order duly enacted by the City Commission.

(c) The attached Revised Map H sets forth the approved uses and phasing for the Landstone Communities DRI, and all development shall be in accordance therewith.

SECTION III. CONCLUSIONS OF LAW

Based upon the Findings of Fact, the City Commission hereby makes the following Conclusions of Law:

A. The City Commission's review of the ADA for The Landstone Communities DRI has been conducted pursuant to the provisions of Section 380.06, Fla. Stat.

B. The City Commission specifically finds that The Landstone Communities DRI does not unreasonably interfere with the achievements of the objectives of the adopted state land development plan for the portion of the City of Wildwood where the Property is located.

C. The City Commission specifically finds that The Landstone Communities DRI is consistent with the State Comprehensive Plan as contained in Chapter 187, Fla. Stat. (2008).

D. The City Commission specifically finds that The Landstone Communities DRI is consistent with the City's adopted Comprehensive Plan, as amended, and with the City's land development regulations, subject to the terms of this Amended and Restated Development Order.

E. The City Commission specifically finds that The Landstone Communities DRI is consistent with the WRPC Report issued pursuant to Section 380.06(12), Fla. Stat. (2008).

F. The ADA for The Landstone Communities DRI, as modified by this Amended and Restated Development Order, is hereby deemed in substantial compliance with the requirements of Section 380.06, Fla. Stat. and Rule 9J-2, Fla. Admin. Code.

G. The provisions of this Amended and Restated Development Order shall not be construed as a waiver or exception of any rule, regulation or ordinance of the City of Wildwood, its departments, agencies or commissions, or of any state or federal department, agency or commission having jurisdiction except where such exception is expressly stated therein. The Landstone Communities DRI shall be developed in accordance with all applicable City Ordinances, rules, and regulations, specifically including, but without limitation, the City's land development regulations, zoning, subdivision regulations, utility ordinances, and building codes; any other ordinance regulating developments within the City of Wildwood; provided, however, that the Development shall be developed to be consistent with and in accordance with this Amended and Restated Development Order; and further provided any rights vested by this Amended and Restated Development Order shall not be affected.

H. This Amended and Restated Development Order constitutes the final approval under the Development of Regional Impact procedures of Section 380.06, Fla. Stat., for the Developer to develop the Property (as described in Exhibit A) subject to and in strict accordance with the terms of this Amended and Restated Development Order, and as provided on the Revised Map H, Master Development Plan (Exhibit C).

I. Pursuant to Section 380.06(15), Fla. Stat., the development approved under this Amended and Restated Development Order is further conditioned upon the Developer being financially responsible for ensuring the adequate provision for the public facilities needed to accommodate the impacts of the Development.

SECTION IV. CONDITIONS OF APPROVAL

A. General.

1. The Landstone Communities DRI shall be developed in accordance with the information, data, plans and commitments contained in The Landstone Communities ADA/DRI and supplemental information incorporated herein by reference, unless otherwise provided by the conditions of this Amended and Restated Development Order. This Amended and Restated Development Order shall prevail over any conflicting information, data, plan or commitments.

2. Owner's Associations and Special Districts. Nothing herein shall be construed as precluding Developer from creating owner's associations, such as homeowner's associations and property owner's associations, and/or special districts, such as community development districts, in order to provide for the financing, management and control of common areas or infrastructure for the Development or for any other purpose allowed by law. Any community development district for The Landstone Communities DRI that may be approved by the City or the Florida Land and Water Adjudicatory Commission pursuant to Chapter 190, F.S., shall have such powers and the ability to perform any function set forth in Chapter 190, F.S., as may be amended from time to time, including, but not limited to, the power to finance and construct transportation improvements identified in this Amended and Restated Development Order, within or without

the boundaries of the community development district. Construction or funding by any such community development district of any project, facility, service or function required by this Amended and Restated Development Order or necessary to serve the development approved by this Amended and Restated Development Order, within or without the boundaries of such district, is expressly approved. If the Developer is required or authorized by this Amended and Restated Development Order to fund or otherwise provide or cause to be provided any infrastructure, project, system or facility set forth in Chapter 190, F.S., then the community development district may independently satisfy such obligation. To the extent any such obligation under this Amended and Restated Development Order is met or performed by the community development district, then the Developer shall no longer be subject to the obligation. In the event that any contributions of land, money (including proportionate share payments), or improvements funded or constructed with funds from a community development district give rise to impact fee credits, then such impact fee credits shall be established in the name of the community development district.

B. Specific.

1. Development Approval.

(a) Development. This Amended and Restated Development Order shall govern the development of lands totaling approximately 4,131.8 gross acres, described in Exhibit A herein and shall be in accordance with the uses and phasing schedule depicted on Revised Map H, attached as Exhibit C.

(b) Phasing. The development of the Property shall be developed in accordance with the phasing schedule below, also shown on Revised Map H.

The Landstone Communities DRI Phasing Plan

Land Use	Phase 1	Phase 2	Totals
Residential	3,475 Units	4,550 Units	8,025 Units
Commercial/Retail	170,000 SF	482,500 SF	652,500 SF
Office	60,000 SF	90,000 SF	150,000 SF
Warehouse/Industrial	250,000 SF	250,000 SF	500,000 SF
Hotel	250 Rooms	-	250 Rooms
Mine	280 Acres	-	280 Acres
Golf Course*	18 Holes	-	18 Holes
Parks	75 Acres	6.1 Acres	81.1 Acres
Elementary School	-	650 Students	650 Students

*The "Golf Course" land use may include (i) 18 holes of golf course with clubhouse and associated uses and/or (ii) spa/wellness facility.

(c) The uses above shall be arranged in a Neighborhood Mixed Use Center, a Neighborhood Commercial Center, a Community Institutional Center, Community and Residential Villages, and/or an Industrial Warehousing Center as set forth below.

Neighborhood Mixed Use Center.

The Neighborhood Mixed Use Center shall be located adjacent to CR 470. The Neighborhood Mixed Use Center shall consist of:

Size	250 acres minimum
Commercial/Retail	300,000 sq ft minimum
Office	150,000 sq ft minimum
Hotel	up to 250 rooms
Residential	2,000 units minimum

1. The minimum average residential net density in the Neighborhood Mixed Use Center shall be 10 units per residential acre. Net Density is defined in Policy 1.6.2 of the Wildwood Comprehensive Plan. At least 50% of the residential uses in the Neighborhood Mixed Use Center shall be located within a 1/2 mile walking distance of non-residential uses to promote an attractive and functional mix of land uses and to achieve an energy efficient land use pattern.
2. Minimum intensity for non-residential development shall be .25 FAR.
3. Streetscape design guidelines shall be established to promote pedestrian activity and safety, and to facilitate multi-modal transportation within the Neighborhood Mixed Use Center.
4. At least one covered transit stop and bus pull-out shall be located in the Neighborhood Mixed Use Center and adjacent to CR 470

Neighborhood Commercial Center.

The Neighborhood Commercial Center to serve the adjacent Residential Villages will be located in the southern portion of The Landstone Communities DRI adjacent to CR 501. The Neighborhood Commercial Center shall consist of:

Size	10 acres minimum
Commercial/Retail	30,000 sq ft minimum

1. Residential units at a minimum average net density of 6 units per residential acre may also be located in the Neighborhood Commercial Center to promote an attractive and functional mix of land uses and to achieve an energy efficient land use pattern.
2. The Neighborhood Commercial Center shall be designed to provide pedestrian and bicycle access to surrounding Villages to reduce automobile dependency. Streetscape design guidelines shall be established

to promote pedestrian activity and safety and to facilitate multi-modal transportation within the Neighborhood Mixed Use Center.

3. At least one covered transit stop and bus pull-out shall be located in the Neighborhood Commercial Center.

Jobs to Housing Balance. To promote an appropriate jobs to housing mix and the timing of residential and non-residential uses during the development of The Landstone Communities DRI, the following schedule will be followed:

1. A minimum of 110,000 square feet of non-residential uses (either commercial/retail and/or office) within the Neighborhood Mixed Use Center shall be constructed before the 2,001st dwelling unit is completed.
2. A minimum of 225,000 square feet of non-residential uses (either commercial/retail and/or office) within the Neighborhood Mixed Use Center shall be constructed before the 3,476th residential unit is completed.
3. A minimum of 500,000 square feet of non-residential uses (either commercial/retail and/or office) shall be constructed before the 5,001st residential unit is completed. 30,000 square feet of the 500,000 square feet of non-residential uses (either commercial/retail and/or office) shall be constructed in the Neighborhood Commercial Center.

Community/Institutional Center. Community and Institutional uses will be located in a central location within The Landstone Communities DRI adjacent to CR 501 through the dedication to the City of a 75 acre site for a Regional Park and a 14 acre site for an elementary school. The Community/Institutional Center shall be designed to provide pedestrian and bicycle access to surrounding Villages to reduce automobile dependency. At least one covered transit stop and bus pull-out shall be located in the Community/Institutional Center.

Community and Residential Villages.

In order to create defined, walkable neighborhoods, residential tracts or pods shall be organized into individual Villages. To ensure a balance of housing options, densities within the Villages shall only be achievable by containing a variety of housing types and lot sizes.

Development outside the Neighborhood Mixed Use Center shall be at a minimum average net density of 6 dwelling units per residential acre, of which 25% shall be attached units.

1. Community Villages.
 - a. Community Villages shall be developed at minimum average net densities of 6 to 25 units per residential acre.

- b. The first Community Village will commence development in the northern section of the Project along CR 470 and in close proximity to the Neighborhood Mixed Use Center.
- c. Each Community Village will consist of between 500 and 1,500 residential units with a variety of housing types.
- d. Seventy-five percent (75%) of all residential units in a Community Village shall be located within a one mile walking distance of the edge of the Neighborhood Mixed Use Center.

2. Residential Villages.

Residential Villages shall be developed at minimum average net densities of 3 to 20 units per residential acre. A Village is defined as that portion of the Project which will consist of between 250 and 1000 residential units with a variety of housing types and lot sizes.

3. Standards for All Villages.

- a. Each Village will contain a Village Center consisting of open space and/or active recreational facilities which shall serve as a focal point for that Village.
- b. Commercial/retail and office needs of the residents of the Residential Villages shall be addressed by the Neighborhood Commercial Center or the Neighborhood Mixed Use Center. No commercial, retail or office shall be located in a Village.
- c. Villages will be connected to the Neighborhood Mixed Use Center, the Neighborhood Commercial Center, the Community/Institutional Center, and with other Villages, not only by roadway access, but also through a series of greenways. These greenways will also connect the Villages with recreational and civic uses located throughout The Landstone Communities DRI thereby ensuring critical connectivity between and among the residential and non-residential uses.
- d. Streetscape design guidelines shall be established to promote pedestrian activity and safety and to facilitate multi-modal transportation within Villages. Public and private streets shall be aligned and designed to frame views and vistas within each Village to promote increased density and urban form and to allow for vehicular and pedestrian

connections to uses both internal and external to the Project.

Mining. A maximum of 280 acres located in the northwest portion of The Landstone Communities DRI, with access to CR 470, will be utilized for mining.

Industrial/Warehousing Center. A maximum of 500,000 square feet Industrial/Warehousing development on 90 to 120 acres will be located east of the mining parcel with access to CR 470. The Industrial/Warehousing development shall not be located in the Neighborhood Mixed Use Center.

Open Space. The total site will maintain a minimum of 35% open space. Open space is defined as any portion of the Project which is open to the sky and contains no impervious surfaces, except that pervious surfaces within the residential or commercial lots do not qualify as open space.

Development Phasing and Transition Zone.

1. Development phasing will progress from north to south through The Landstone Communities DRI to take advantage of existing infrastructure and planned improvements. By commencing development along CR 470, The Landstone Communities DRI will take advantage of the CR 470 regional "Jobs Corridor" and will place the highest density and intensity of uses where infrastructure is already in place and near internal locations for the expansion of water and wastewater services. No Residential Village, located greater than one mile from a previously developed Community Village, Residential Village or Neighborhood Mixed Use Center parcel, shall commence construction until 50% of the units in the previously developed village or parcel have received building permits.
2. A transition zone/buffer area will be established along the southern boundary of The Landstone Communities DRI in order to create a clear transition from urban to rural land uses, and to establish an aesthetically pleasing visual and physical separation between The Landstone Communities DRI and the rural lands to the south. Residential and non-residential uses, including roadways, shall not be allowed in this area. The transition zone will extend along the southern boundary and be defined as a 1000' offset from a single, straight line drawn between the SE corner of SECTION 27-20-23 and the SW corner of SECTION 28-20-23, except for the approximately 40 acre carve out (SE 1/4 of SE 1/4 of SECTION 28-20-23) located in the south central portion of the property which shall have a 150' offset along its northern boundary. Allowable uses within the transition zone are preservation and conservation uses (including the necessary access and improvements to support management of these uses), golf course and passive recreation.

Connectivity. The Neighborhood Mixed Use Center, the Neighborhood Commercial Center the Community/Institutional Center, the Residential Villages, and the Community Villages will be connected to each other with a comprehensively planned system of pedestrian greenways and multi-modal trails in order to reduce automobile dependence and greenhouse gas emissions while promoting energy efficiency and sustainable lifestyles.

Transit Corridors.

1. CR 470 is a proposed major transit corridor as shown in the City's Comprehensive Plan Map 2-7. In addition to the transit stops required in the Neighborhood Commercial Center and in the Community/Institutional Center, up to three covered transit stops will be located along CR 470 including a Park-n-Ride facility.
2. Although not a City/County designated transit corridor, the CR 501 extension into The Landstone Communities DRI ("The Extended CR 501") will be planned so as to promote transit ridership. Outside the Neighborhood Mixed Use Center and the Neighborhood Commercial Center, along The Extended CR 501, an average minimum net density of 6 dwelling units per residential acre will be maintained 1/4 mile from the centerline on either side of The Extended CR 501.

Project Zoning. The Landstone Communities DRI shall be reviewed as a Planned Unit Development. The PUD zoning category for the DRI shall incorporate appropriate design standards to guide development and ensure consistency with the Amended and Restated Development Order and with the comprehensive plan. Specific policies shall be contained within the PUD zoning category, Project design guidelines, the Amended and Restated Development Order, or Project Covenants and Deed Restrictions to promote development of the Project in a sustainable fashion using the applicable principles set forth by the United States Green Building Council (USGBC), the Florida Green Building Coalition (FGBC) or the Green Building Initiatives Green Globes program, or any other recognized green building system.

C. Environment and Natural Resources.

1. Environmental Monitoring Plan.

(a) The Developer, at the Developer's sole expense, shall prepare and maintain an Environmental Monitoring Plan ("EMP"). As a general description, the EMP is the umbrella document/plan which addresses the various environmental, wildlife and preservation issues as such matters are detailed in the subsections below. The individual parts of the EMP shall be initially submitted to the City of Wildwood Development Services and appropriate state agencies for review and approval as required under applicable law or the terms of this Amended and Restated Development Order on or before the time the first site plan and/or preliminary plan of subdivision, as applicable, is submitted, and shall be updated, as needed, at the time of submission of each subsequent

site plan and/or preliminary plan. Any revisions to the EMP or any of its sub-parts shall not be considered an action requiring the filing of a Notice of Proposed Change for an amendment to the Amended and Restated Development Order. Sub-parts of the EMP include, without limitation:

- (1) Groundwater Monitoring Program ("GMP")
- (2) Surface Water Quality Monitoring Plan ("SWQMP")
- (3) Stormwater Pollution Prevention Plan ("SWPPP")
- (4) Wildlife Habitat Management Plan ("HMP")
- (5) Integrated Pest Management Plan ("IPMP")

(b) Surface Features, Surface Waters and Ground Waters.

(1) Protection of Sensitive Subsurface and Karst Features. A geotechnical report prepared by a qualified professional shall be used in the design and layout of The Landstone Communities DRI project, and shall be submitted to the City of Wildwood at the time of and in connection with the processing of a preliminary plan of subdivision of each phase in order to ascertain that the Developer has used its best efforts to avoid adverse impacts to sensitive karst and subsurface features in the overall project design and layout of The Landstone Communities DRI.

(2) Ground and Surface Water Monitoring Requirements.

- (i) In order to effectively monitor the Project's effects on groundwater conditions, the Developer shall provide for the establishment and operation of a GMP that complies with Section 62-520.600 Fla. Admin. Code, as may be amended from time to time, unless the SWFWMD and/or FDEP determine that a GMP is not necessary for the Project, in which case the Developer shall be relieved of this obligation.
- (ii) In order to effectively monitor the Project's effects on surface water conditions, the Developer shall provide for the establishment and operation of a SWQMP that complies with Section 62-302.500 Fla. Admin. Code, as may be amended from time to time, unless the SWFWMD and/or FDEP determines that a SWQMP is not necessary for the Project, in which case the Developer shall be relieved of this obligation.
- (iii) In addition to meeting all requirements of the regulatory agencies, the Developer shall utilize BMPs generated by SWFWMD and FDEP to control siltation and prevent turbidity during construction activities. These standards can be achieved by utilizing the best available construction

techniques for erosion and sedimentation control, as well as meeting the minimum standards for National Pollution Discharge Elimination System ("NPDES") permitting.

- (iv) The Developer shall disconnect the test quarry from the proposed stormwater management system in order to prevent pathways for contaminants to reach the aquifer.

(c) Drainage, Stormwater and Groundwater.

(1) As part of the overall EMP, the Developer, at the Developer's sole expense, shall prepare a SWPPP upon filing each site plan and/or preliminary plan of subdivision, as applicable, for the Development incorporating requirements such as: (1) clearing and grading areas only as they are being prepared for construction; (2) stabilizing areas immediately after construction completion; (3) potential limiting of watering for dust control at the time of construction due to hydrologic conditions and SWFWMD warnings.

(2) Stormwater/drainage retention areas ("DRAs"), including either 'wet' or 'dry' DRAs shall be designed and constructed according to normal and accepted engineering practices and all applicable regulatory standards.

(3) Stormwater management facilities shall adhere to SWFWMD criteria for design, construction, operation, treatment standards and maintenance of such facilities in hydrologic and karst sensitive areas as determined by SWFWMD. All the development shall utilize Low Impact Development (LID) methods to reduce the impact of nutrients on natural wetland systems where approved by the SWFWMD and supported by the Florida Department of Environmental Protection and local agency jurisdiction. These LID methods may include, but not be limited to, low impact stormwater design consisting of vegetated swales and buffers where prior to discharge of treated stormwater, tree cluster rain gardens, pervious pavement, conserving natural areas and wetlands, minimizing development impacts, attempting to maintain site runoff rates, the use of integrated management practices, the implementation of pollution prevention and proper maintenance, minimization of land clearing, protecting existing vegetation and minimizing clearing of vegetation (on both the overall site as well as individual lots), disconnecting directly connected impervious areas, minimizing impervious areas, minimizing soil compaction and fill, protection of sensitive areas by use of clustering of development and common open space, requiring Florida Friendly landscaping and compliance with the Green Industry BMP for all landscape workers at the site, greenroof/cistern systems, pervious pavements, stormwater harvesting (reuse), use of floating wetland mats and all wet detention ponds, and public education. The use of these and other LID methods shall be subject to review and approval by the SWFWMD.

(4) No building permit shall be issued for development unless and until the Developer provides evidence to the satisfaction of the City that adequate

drainage/storm water management facilities will be available concurrent with the impacts of The Landstone Communities DRI at the levels of service adopted in the City of Wildwood Comprehensive Plan and all applicable City codes and regulations.

(5) Periodic Inspections. Once the on-site surface water management system is certified to the SWFWMD, as being in compliance with all permit requirements, the Developer shall conduct regular engineering inspections of the on-site surface water management system as required by local and state regulations to ensure that the system is being properly maintained in keeping with its design, and is capable of accomplishing the permitted level of stormwater storage/treatment for which it was designed and intended. The results of the regular inspections shall be signed and sealed by the appropriate professional and included in the Developer's biennial report.

(d) Soils and Erosion.

(1) Grading Plan. The Developer shall develop a grading plan that utilizes pre-development topography to the maximum extent reasonably feasible. The grading plan shall be provided to the City at the time of and in connection with each site plan and/or preliminary plan of subdivision application, as applicable.

(2) Site Disturbance/Erosion. The Development will be designed, to the extent commercially reasonable, to complement the topography and minimize site disturbance and erosion by construction phasing, limited site clearance, while maximizing retention of existing vegetation, timely re-vegetation of cleared areas and preservation of existing grades and slopes in project design and construction.

(3) The Developer will protect on-site surface waters from construction impacts, to the extent commercially reasonable, through various measures, including the use of staked hay bales and silt screen fences, reducing both erosion and sediment transport into wetland areas.

(4) The Developer will minimize wind erosion from clearing and grubbing operations, to the extent commercially reasonable, by performing such operations only on individual parcels of land where construction is scheduled to proceed.

(5) The Developer will minimize fugitive dust, to the extent commercially reasonable, through sodding, water sprinkling, seeding, mulching or planting of landscaped material in cleared and disturbed areas.

(6) The Developer shall use BMPs (those BMPs generated by SWFWMD and FDEP) to control soil erosion. A description of specific activities that the Developer will undertake to control soil erosion shall be included in the EMP.

(7) Should any noticeable soil slumping or sinkhole formation become evident before or during construction activities the Developer shall comply with permit conditions of the SWFWMD to develop a plan of action and corrective measures to correct the problem. Once a plan of action and corrective measures are determined, the Developer shall complete the required action/measures in accordance with any permit requirements.

(e) Wetlands and Wildlife Habitat Management Plan.

(1) Except as otherwise allowable by this Amended and Restated Development Order or by permits obtained by the Developer from either the SWFWMD, the FFWCC, the ACOE, the USFWS, or as detailed in the Wetlands and Wildlife Habitat Management Plan ("HMP"), attached hereto and incorporated herein as Exhibit B, site development related activities shall not result in the harming, pursuit or harassment of species classified as Endangered, Threatened or a Species of Special Concern by either the state or federal government in contravention of applicable state or federal laws. Should such species be at any time determined to be residing on, or be otherwise significantly dependent upon the project site, the Developer shall immediately notify the City, the FFWCC and the USFWS and, to the extent required by laws and regulations, the Developer shall cease all activities which might negatively affect that individual or population. The Developer shall provide proper protection, to the satisfaction of all agencies with jurisdiction.

(2) "Harming" and "harassment" as used in this condition shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 C.F.R. §17.3 (2008).

(3) Proper protection and habitat management, designed to the satisfaction of SWFWMD, FFWCC, ACOE, and USFWS, and implemented consistent with applicable law, have been provided by the Developer through the adoption of the HMP attached as Exhibit B. The HMP includes provisions that:

- (i) Provide for the protection of gopher tortoise populations and listed commensal species through relocation, in phases corresponding to construction schedules, to acceptable on-site location(s). Gopher tortoises shall be relocated on the Property to the maximum extent feasible. If gopher tortoises must be relocated off-site, the mitigation shall provide for suitable habitat pursuant to current rules and regulations. The Developer shall set aside an approximately three hundred forty-two (342) acre Gopher Tortoise Habitat Preserve as shown on Revised Map H for relocation of gopher tortoises on site.
- (ii) Pursuant to the mitigation measures contained in the HMP, the Developer shall conduct sandhill nesting crane studies

on an annual basis through the completion of construction on-site.

- (iii) The Project shall promote the viability of listed species on the Property through the preservation/enhancement/restoration of wetlands and wetland buffers, upland habitat preservation and compliance with applicable State and federal laws;
- (iv) A minimum of 10% of the site's upland area shall be maintained as voluntary upland conservation areas. These conservation areas shall be preserved with the specific intent of maintaining site biodiversity and wildlife corridors, preserving habitat for native and listed wildlife species, and providing educational and recreational opportunities for the Project's residents, guests, and visitors to the Project's regional amenities.
- (v) The Project shall require the use of native plant species in the landscaping palette for the parks, common areas and habitat restoration areas of the Project, consistent with the principles of the Florida Friendly Landscaping program with the specific intent of attracting and providing/restoring habitat for nature wildlife species. Listed plant species shall be incorporated, or relocated under the supervision of a qualified professional, into habitat preservation areas where reasonably feasible.
- (vi) Provide for management of commonly held landscaped areas included as part of the wildlife mitigation or habitat enhancement program, including irrigation, fertilizer and pesticide applications;
- (vii) Provide for financing and professional implementation of the HMP, to include the power to assess and lien property owners within The Landstone Communities DRI for the purpose of insuring adequate funding to implement the purposes set forth herein.
- (viii) The Project shall develop design guidelines that encourage the use of native plant species in the landscaping palette for third party development within the Project, consistent with the principles of the Florida Friendly Landscaping program with the specific intent of attracting and providing/restoring habitat for native wildlife species.

- (ix) Provide on-site connectivity of wildlife corridors as part of the overall open space, as depicted on Revised Map H (Exhibit C).
- (x) Designate wildlife habitat preservation areas and implement wildlife habitat enhancement and mitigation measures, as approved in said Plan, in the design and construction of the Project consistent with the requirements of Rule 95-2.041, Fla. Admin. Code.
- (xi) Preserve a buffer around the bald eagle nesting site, as shown on Revised Map H. Surface water management ponds are permitted within 100 feet of the nesting site if constructed during the non-nesting season.
- (xii) Wildlife habitat preservation areas to be set aside and preserved to accommodate the ecological needs of the species identified in the preceding paragraph are shown on Revised Map H, attached as Exhibit C. These areas shall be platted as separate tracts, shall have their title held by an entity approved in the HMP, and shall be subject to permanent Conservation Easements made to the benefit of the citizens of the City of Wildwood or a conservation oriented entity.
- (xiii) The Project shall only allow pervious trails, e.g. equestrian, walking, nature, boardwalks, habitat protection tracts (impervious trails, e.g., concrete, asphalt, or similar material will not be located within habitat protection tracts) except for golf cart and service crossings and crossings over the canal.
- (xiv) The Project shall incorporate or relocate listed plant species into habitat preservation/restoration areas where reasonably feasible under the supervision of a qualified professional.
- (xv) The use of pesticides within wildlife habitat preserves or management areas shall be consistent with the requirements of the approved HMP, and shall be included in the IPMP/CMP. Pesticides with a high toxicity to wildlife shall not be permitted.

(f) Approval of HMP. The HMP has been compiled by the Developer and is incorporated by the City into this Amended and Restated Development Order. (See Exhibit B, attached hereto and incorporated herein by reference). Upon approval of the HMP by the FFWCC, in accordance with their jurisdictional authority, and the City of Wildwood, the HMP shall be incorporated into this Amended and Restated Development

Order by reference and the provisions of said HMP shall be conditions of this Amended and Restated Development Order. Should future modifications to applicable or federal ecological permits issued by these agencies result in necessary modifications to the HMP, then such modifications shall be treated as amendments subject to the provisions of paragraph 380.06(19)(d), Florida Statutes, and shall be presumed not to create a substantial deviation. No site development activities shall conflict or interfere with the achievement of the HMP's objectives.

(g) Monitoring. The Developer's Biennial Report (pursuant to Section V of this Amended and Restated Development Order) shall report on the monitoring and maintenance of habitat preservation areas and identify any proposed revision(s) to the HMP.

(h) Wetlands.

(1) The Developer shall protect preserved wetland areas through a combination of: (1) Best Management Practices; (2) SWFWMD Environmental Resource Permit ("ERP") permitting criteria; (3) compliance with the rules and regulations of the U.S. Environmental Protection Agency (EPA); (4) NPDES compliance; (5) no net wetland loss; (6) an undisturbed wetland buffer with a minimum 15', average 25' width, except as provided herein and allowed under the terms of the conservation easements; (7) the provision of augmentation of wetland buffers by native plantings, as appropriate; and (8) conservation easements.

(2) The Developer shall protect on-site surface waters from construction impacts through various measures, including the use of staked hay bales and silt screen fences, in order to protect wetlands from erosion and sediment transport.

(i) Canal Buffer.

(1) The Developer shall provide a minimum 50', average 75' buffer along the existing canal, as shown on Revised Map H. This canal buffer will also provide a wildlife corridor between preserved upland areas and wildlife habitat preservation areas. No direct discharge of stormwater shall be permitted into the canal.

(2) The use of wetlands and upland buffers subject to conservation easements shall be limited to boardwalks and pervious nature trails and, in upland buffers, pervious picnic areas and pervious trails for bicycles or jogging. Such improvements must be located as to minimize harm to any of the potential plant and animal species for which these areas have been set aside to protect. No introduction of exotic species of plants shall be allowed within the buffers.

(j) Flood Plains.

(1) The Developer shall comply with any applicable City of Wildwood Flood Hazard Regulations and the SWFWMD flood regulations.

(2) The Developer shall be required to use the best available data regarding floodplains/flood prone areas, as made available by, or accepted by the SWFWMD at the time of building permitting.

(3) The Developer shall not locate any dwelling units within post-development flood-prone areas, without elevating the first floor living area above the 100-year floodplain level.

(k) Additional Requirements for Golf Course.¹ No development permits shall be issued for the construction of any golf course, or portion thereof, unless and until the Developer demonstrates that such golf course, or portion thereof, proposed for development approval will comply with the following design, construction, maintenance and monitoring requirements:

(1) The golf course, including non-play areas of the golf course, will be designed, constructed and maintained to meet the minimum standards of the Audubon International's Signature Gold Program's Natural Resource management Plan's Environmental and Design Standards, or another similar program's environmental and design standards (the "AISP Gold Standards"), which utilize low impact development principles where reasonably feasible to minimize development impacts, but shall not be required to actually obtain such certification.

(2) Florida Friendly Design landscape principles, including xeriscape, shall be incorporated, as applicable, into the golf course design and construction.

(3) Non-play areas of the golf course shall be landscaped in accordance with the AISP requirements or its equivalent. Play areas are to be considered the tee, fairway(s) and greens/putting area.

(4) The developer shall maintain an up-to-date IPMP covering the golf course. Prior to the golf course construction, the IPMP shall be submitted to the FFWCC for review and approval and to the FDEP and SWFWMD if required by their respective agency rules. Any revision(s) to the IPMP shall not be considered an action requiring the filing of a Notice of Proposed Change for an Amendment to the Development Order.

(5) The IPMP shall include a Chemicals Management Plan (CMP).

(6) Prior to golf course construction, soil testing shall be used to verify that suitable soil cover is maintained between greens surface and any subsurface limestone rock strata, limestone pinnacles or potential karst connections and to determine subsurface features.

¹ The Developer may elect not to build the golf course. Golf is considered an alternative land use and at the option of the Developer be eliminated and converted to residential, stormwater and an appropriate amount of open space.

(7) The golf course shall be maintained under the direction of a superintendent(s) who is licensed by the State to use restricted pesticides and who is familiar with and experienced in the principals of integrated pest management. The Developer, with the assistance of the superintendent(s) shall be responsible for ensuring the implementation of the IPMP; and

(8) The Developer shall report on the status of the golf course for compliance with the AISP or other similar program's environmental and design standards in each Biennial Report as required of this Amended and Restated Development Order.

2. Archaeological Resources.

(a) The Phase 1 site assessment determined that Site No. 8SM475 is potentially eligible for listing on the National Register of Historic Places ("NRHP"). Therefore, the Developer shall either:

(1) preserve the approximately four (4) acre site surrounding Site No. 8SM475, with a twenty-five foot (25') buffer, as shown on Revised Map H (final location, if preserved, subject to field survey); or

(2) complete a Phase 2 assessment of Site No. 8SM475, prior to commencing any development activity, to determine if the site is eligible for listing on the NRHP. If the site is found to be eligible for listing on the NRHP the Developer shall work with the Florida Department of State, Division of Historical Resources to provide appropriate preservation plans; or mitigation if cannot be preserved. If the site is found to be not eligible for listing on the NRHP, no further mitigation or consultation is required.

(b) In the event any archaeological artifacts are discovered during construction that are not associated with a recorded archaeological site, the Developer shall stop construction in that area and immediately notify the City, the WRPC, DCA and the Division of Historical Resources of the Florida Department of State. Proper protection measures complying with local ordinance shall be undertaken to the satisfaction of the City, DCA and the Division of Historical Resources and shall be provided by the Developer.

D. Energy Efficiency. Energy efficiency practices will be implemented with the specific intent of promoting energy efficiency, reducing green house gas emissions, and reducing the Project's overall carbon footprint.

1. Project Design.

(a) The Project shall be designed with compact development tracts interlaced with an extensive network of open space and interconnected with a comprehensively planned system of pedestrian greenways and multi-modal trails with the specific intent of

reducing automobile dependence and greenhouse gas emissions while promoting energy efficiency and sustainable lifestyle habits.

(b) The Landstone Communities DRI has applied for and will actively pursue certification under the Florida Green Building Coalition's (FGBC) Green Development Program. However, the determination of the Project's certification is subject solely to the interpretation and approval by the FGBC of the applicant's submittal documentation.

2. Project Requirements.

(a) Eligible equipment and appliances shall, at a minimum, meet Energy Star standards. Eligible equipment includes, but is not limited to refrigerators, dishwashers, clothes washers, and ceiling fans.

(b) Residential heating and cooling equipment shall be Energy Star qualified as further defined in the City of Wildwood Residential Design Guidelines. The use of computerized programmable thermostats shall be promoted.

(c) All residential electric lighting fixtures, both interior and exterior, must be fitted with energy efficient light bulbs, including but not limited to Compact Fluorescent Lights (CFL) or Light Emitting Diode (LED) bulbs. Incandescent bulbs shall not be allowed.

(d) Residential windows, including those in garage areas, must be Energy Star qualified as further defined in the City of Wildwood Residential Design Guidelines.

(e) The Project shall establish design guidelines that identify acceptable street light fixtures for use throughout the Project that meet a minimum efficiency rate of 95 lumens per watt.

3. Educational Program. The Developer shall provide educational and promotional programs to encourage sustainable development and green building practices to the home builders and home owners within the Project. Construction standards endorsed through these programs shall include those that meet the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) program, the Florida Green Building Coalition, the Green Building Initiatives Green Globes program, or any other nationally recognized green building system that is approved by the State of Florida Department of Management Services (DMS). This program will not mandate or enforce specific sustainable development and green building practices, but rather encourage these practices through communication and education. A primary focus for developer education shall be the importance of planning for green development at the initial stages of development to minimize costs. This educational promotional program will include:

- (a) Green Building Handbook;
- (b) Sales Center Display;
- (c) Web Based Content;

(d) Cost/benefit analysis information and education for both builders and potential homeowners.

4. Transit. Transit ridership shall be facilitated by the location of up to three covered transit stops along CR 470, which is a City/County designated Transit Corridor, including a Park-n-Ride facility. Further transit stops shall be located in the Neighborhood Mixed Use Center, the Community/Institutional Center and the Neighborhood Commercial Center. Residential units along CR 501, which extends through a portion of the site on a north to south alignment, shall be developed at an average minimum net density of six (6) dwelling units per residential acre ¼ mile from the centerline on either side of the road which will support transit ridership.

5. Monitoring. The Developer shall include in the Biennial Report the actions being taken to promote sustainable practices, including submission of current materials being provided and an accounting of development meeting green building standards.

E. Public Facilities.

1. Utilities.

(a) Water, Wastewater and Reuse. The City of Wildwood shall provide water, wastewater, and, when available, reuse water services to the Project. This commitment is memorialized in the Annexation Agreement between the Developer and the City. The City and the Developer agree to enter into a separate Utilities Agreement to further address the provision of water, wastewater and reuse water to the Project.

(b) Water Conservation. The Developer shall utilize all of the following water conservation techniques.

(1) New homes shall, at a minimum, be designed to meet the water conservation measures contained in City of Wildwood Ordinance No. 612, as may be amended from time to time, and shall also provide water efficient options for homes and landscapes that can assist home owners in achieving Water Star certification.

(2) Low flow or dual flush toilet fixtures that are more water efficient than standards set forth in the Energy Policy Act of 1992, will be standard in residential and non-residential construction.

(3) Water-saver shower heads will be offered for residential construction, and used where applicable in non-residential construction.

(4) Automatic shutoff faucets will be used where applicable in non-residential construction.

(5) Rain sensors will be installed on all residential and non-residential irrigation systems. Non-potable water shall be used for all irrigation once sufficient volume is available.

(6) Low volume irrigation spray heads as well as drip systems will be used where appropriate for both residential and non-residential landscaping. Residents will be encouraged to use water-conserving devices for additions they might make to their irrigation systems.

(7) Drought-tolerant landscaping shall be utilized. The Developer will ensure that all landscaping design and maintenance throughout the development on Developer maintained property conforms to the lawn and landscape practices of the Florida Yards and Neighborhoods Program, as implemented by the University of Florida Cooperative Extension Service.

(8) The use of high maintenance sodded or landscaped common areas shall be minimized. High maintenance in this condition means requiring regular irrigation beyond the plant establishment period.

(9) The Developer shall ensure that irrigation systems operated for the project's common or controlled areas utilize and maintain computerized irrigation based on weather station information, moisture sensing systems to determine existing soil moisture, evapotranspiration rates, or zone control, to ensure water conservation.

(10) The Developer shall provide for the installation of reuse infrastructure necessary to serve all irrigated areas within the Project at the time of the installation of utility infrastructure for the Project.

(11) Monitoring. The Developer shall include water conservation monitoring in its biennial report. If such data is available from the utility provider, the Developer shall include in its water conservation monitoring a monthly water balance (dry year and wet year) calculated for the site, to adequately quantify the temporal and volumetric nature of potential water shortages and surpluses. This monitoring should also consider water availability via precipitation, surface water inflow, and groundwater inflow; and water losses via evapotranspiration, surface water outflow, infiltration and consequent groundwater outflow, and pumpage.

(c) Wastewater and Effluent Reuse.

(1) The Developer shall dedicate an approximately nineteen (19) acre site, located along CR 470, as shown on Revised Map H, to be used for the construction and operation of a regional wastewater treatment plant, to serve the Project and other properties in the vicinity.

(2) The Developer shall dedicate an approximately twenty-five (25) acre site, as shown on Revised Map H, to be used as a wet weather storage site, for the Project.

(3) The Developer, to the maximum extent available, shall utilize reuse effluent to irrigate the golf course and common area landscaping. However,

nothing herein is intended to prevent the use of effluent, to the extent excess effluent is available, for residential and commercial irrigation within the Development.

(4) The Developer shall model and monitor groundwater characteristics to ensure that potable water resources are not degraded by the land application of treated wastewater. Said modeling and monitoring shall be reported in the biennial report.

(d) Refuse Services. The Developer shall provide the City of Wildwood a first right of refusal to provide construction waste services to all development within the Project. All other refuse services shall be provided by the City.

(e) Hurricane Preparedness. The Developer should cooperate with the Sumter County Emergency Management Director in preparing, creating and maintaining an Emergency Plan and decision-making guide including provisions for shelter assignments, communications and warning systems. These provisions should include the needs of “special needs” evacuees or other displaced persons living in the development.

F. Workforce Housing.

1. In furtherance of the Developer's requirement to provide for adequate housing pursuant to Rule 9J-2.048, Fla. Admin. Code, as such section may be amended or renumbered, and in full mitigation through buildout for cumulative impacts on the affordable housing supply, the Developer has voluntarily agreed to provide the following mitigation:

(a) Provide for 28 very low, 81 low and 64 moderate income for rent dwelling units, as further defined in the Housing Analysis provided in Question 24 of the ADA, for a total of 173 for rent housing units to be included as part of the development plan; OR

(b) Make a mitigation payment in the amount of \$658,384.45, paid according to the payment schedule below to the City of Wildwood, which will transfer the collected fees to Sumter County, for use in one or more of the following programs: provision of affordable rental or for-sale housing; provision of land for other affordable housing programs; provision of affordable rental or purchase subsidy assistance; provision of down payment, closing cost or other acquisition cost assistance; provision of financial assistance; or other affordable housing assistance deemed appropriate and suitable, in whole or in part, by Sumter County and the City of Wildwood.

NO. OF UNITS	PAYMENT AMOUNT
2,007 (24%)	\$164,596.11
4,013 (50%)	\$164,596.11
6,019 (75%)	\$164,596.11
8,025 (100%)	\$164,596.12
TOTAL	\$658,384.45

G. Public Schools.

1. In the event that Developer makes application for school concurrency and there is a determination that there is insufficient capacity for the development that is the subject of said application, the Developer and the Sumter County School Board may enter into a written agreement for mitigation as required by the Public Schools Facilities Element of the Wildwood Comprehensive Plan.

2. Reservation of School Site for Mitigation. The Owner/Developer has agreed to reserve a school site for the Sumter County School District ("SCSD") as identified on Revised Map H, and which contains approximately fourteen (14) acres of land. This school site, to be co-located with the Regional Park, is intended to be used as an elementary school. Dedication of said site is subject to the review and approval of the Sumter County School Board ("School Board") and execution of a Proportionate Share School Mitigation Agreement between the Developer, the School Board and the City of Wildwood, establishing the value for the donated land and credits against school impact fees, if any exist.

H. Recreational Facilities.

1. The Developer shall dedicate to the City of Wildwood an approximately seventy-five (75) acre site, as shown on Revised Map H, for a Regional Park in lieu of payment of Parks and Recreation impact fees which donation satisfies this requirement for the Project. The Regional Park site shall be dedicated to the City upon approval of the Phase I plat that enables the Developer to provide public access to the Regional Park. Said site shall be ninety percent developable and Developer agrees to do a one time relocation of gopher tortoises and to deliver the site free of encumbrances.

2. Owner/Developer also agrees to develop a Park Master Plan, subject to City and School Board input, and to improve said park per a phasing plan prior to dedication. Such improvements will be provided in phases and will be in accordance with the Park Master Plan and with what Owner/Developer reasonably believes will be beneficial to the community and its overall development scheme. City hereby agrees to operate and maintain said Regional Park.

3. The City will establish a Recreation Service Area for this Regional Park and agrees that any future Parks and Recreation Impact Fees paid by others within the Recreation Service Area established by the City for this Regional Park will be refunded to Owner/Developer up to the amount advanced by Owner/Developer to construct the park improvements contained in the Park Master Plan. Additional detail will be provided in a separate agreement between the Developer and the City of Wildwood.

4. The Developer shall make available to the Supervisor of Elections, for use in official elections, any public clubhouses and recreation centers built within the development. The facility shall have restroom facilities available and be air conditioned. The facilities will be made available the afternoon prior to the election and until the morning after the election.

I. Fire/Rescue and Law Enforcement.

1. Fire/Rescue. Owner/Developer hereby agrees to reserve a two (2) acre site, for use as a joint facility for a County Fire/EMS Site, which will allow the level of service to be maintained. Dedication of the Fire/EMS Site and construction of the joint use facility shall be subject to a four party agreement between the Owner/Developer, EMS, City and County establishing the value for the donated land and credits against the County Fire Rescue impact fee.

2. Developer will be responsible for the cost associated with the purchase and installation of all fire hydrants for the development.

3. Law Enforcement. Owner/Developer hereby agrees to reserve a one (1) acre site, for use as a City Law Enforcement Office, which will allow the level of service to be maintained. Dedication of the City Law Enforcement Site will be provided for in an agreement between the Owner/Developer and the City establishing the value for the donated land and credits against the City Law Enforcement impact fee.

J. South Side Government Center.

1. Developer hereby agrees to make available to City approximately 600 square feet of space in the Neighborhood Mixed Use Center for use by the City as a City Services Office. Provision of the space shall be subject to a separate agreement between the Developer and the City establishing the fair rental value for the land and improvements and credits against any appropriate City impact fee or other fee or obligations of Developer to the City.

2. The City acknowledges and agrees that the South Side Government Center space shall be considered a "public facility" and, therefore, not part of the retail, commercial or office development entitlements authorized for The Landstone Communities DRI (in other words, the building square footage in the South Side Government Center shall not be counted against the non-residential square footage entitlements authorized for the Development under this Amended and Restated Development Order).

K. Transportation.

1. Transportation Phasing. For the purposes of transportation conditions, the development of the Property shall be divided into the two (2) traffic phases identified in Table 1 based on reaching any of the following: (1) the final year of the traffic phase; (2) the cumulative net new external daily trip level; or (3) the cumulative net new external PM peak hour trip level.

Phase	Year	Net New External Daily Trips (ADT)*	Cumulative Net New External Daily Trips (ADT)*	Net New External PM Peak Hour Trips*	Cumulative Net New External PM Peak Hour Trips*
1	2017	34,844	34,844	3,333	3,333
2	2022	52,617	87,461	4,973	8,306

*Net New External Trips exclude Internal and Pass-by Trips

2. Phase 1 Improvements. The transportation facilities described below are projected to be both significantly impacted by traffic from the Project and to operate below the adopted level of service standard. The Project's proportionate impacts are outlined for roadways (Table 1) and intersections (Table 2). The Project shall enter into a binding proportionate share agreement to mitigate its impacts on these facilities.

Table 1
Roadways Improvements (2017)

Roadway	Roadway Segment	Improvement	Segment Length (mi)	LOS Std	Increase in Capacity	DRI Trips	DRI Prop Share %
CR470	I-75 to US 301	Widen to 4 Lanes	2.45	D	2100	204	9.71%
	US 301 TO CR 501	Widen to 4 Lanes	3.95	D	2100	518	24.67%
	CR 501 to Sumter/Lake County Line	Widen to 4 Lanes	2.55	D	2100	796	37.90
	Sumter/Lake County Line to Turnpike	Widen to 4 Lanes	1.52	D	2100	611	29.10%
US 301	CR 470 (E) to SR 471	Widen to 4 Lanes	0.32	C	770	481	62.47%
	SR 471 to CR470 (W)	Widen to 4 Lanes	0.24	C	770	352	45.71%
CR 501	CR 468 to CR 470	Widen to 4 Lanes	3.16	D	2100	518	24.67%

Table 2
Intersection Improvements (2017)

Intersection	Control	Proposed Improvement	Proportionate Share Percentage
CR 470 and CR 48	Signalized	Timing/Phasing, Restripe WP Approach	100%
CR 470 and CR 501 / Project Ent	Stop	Add Turn Lanes ⁽¹⁾	100%
		Signalize (When Warranted)	TBD ⁽²⁾
CR 470 and I-75 NB Ramps	Stop	Add NB Right Turn Lane	13.60%
CR 470 and I-75 SB Ramps	Stop	Signalize (When Warranted)	TBD ⁽²⁾
CR 470 and FL Turnpike NB Ramps	Stop	Signalize (When Warranted)	TBD ⁽²⁾
CR 470 and FL Turnpike SB Ramps	Stop	Signalize (When Warranted)	TBD ⁽²⁾
US 301 and CR 470 W.	Signalized	Timing/Phasing	100%
CR 468 and CR 501	Stop	Signalize (When Warranted)	TBD ⁽²⁾
CR 48 and SR 19	Signalized	Timing/Phasing	100%
CR 44 and CR 468 N.	Signalized	Timing/Phasing	100%
SR 44 and CR 468 S	Stop	Signalize (When Warranted)	TBD ⁽²⁾

(1) Final intersection configuration to be agreed in coordination with Sumter County

(2) Project's proportionate share to be determined if/when signal is warranted

3. Maintenance of Major Roadways. The Developer shall not be responsible for the maintenance of CR 470 or CR 501 on that portion of CR 501 which is on the north side of CR 470. Long term maintenance of these roadways will be addressed through a separate Joint Planning Agreement between the City and/or County, as applicable.

4. Proportionate Share Mitigation.

(a) Final costs of the roadway and intersection improvements identified in Section K-2 above shall be agreed upon with FDOT, Sumter County and/or the City of Wildwood and the value of the Project's proportionate share shall be calculated in accordance with the agreed upon costs and proportionate share percentage identified herein. A Proportionate Share Agreement for Phase I shall be drafted and executed by the Developer, City, County and FDOT. The Proportionate Share Agreement shall also address the timing of mitigation payments, the option of pipelining proportionate share mitigation fees, and adequate provisions for transportation impact fee credits against proportionate share and mitigation fees. No development shall occur until the Proportionate Share Agreement has been executed.

(b) Mitigation of Impacts. The Proportionate Share Agreement shall be deemed to satisfy all requirements of the City's and County's concurrency management system and the requirements contained in Section 380.06 Fla. Stat. and Rule 9J-2.045,

Fla. Admin. Code for Phase 1 of the Development for the duration of this Amended and Restated Development Order. Upon adoption and execution, the Amended and Restated Development Order shall be amended and the terms and conditions of the Proportionate Share Agreement shall be incorporated herein as conditions of the Amended and Restated Development Order.

5. Right of Way Dedication. In consideration for anticipated transportation impacts on CR 470, the Developer has conveyed 27.5 acres of right-of-way along the Property's frontage on CR 470 to provide an additional 100 feet of linear right-of-way for the purpose of capacity improvements to the City of Wildwood. The City of Wildwood will convey this 100 feet of linear right-of-way to Sumter County within 30 days of the Effective Date of this ARDO.

6. Intersection of US 301/CR 468. The Developer agrees to pay a 20% share of the needed improvements at the intersection of US 301/CR 468 to address the safety problem. The overall cost of the safety improvement was estimated by FDOT to be \$1,364,689. Therefore, the Developer agrees to pay \$272,938. The method and timing of the payment and the availability of impact fee credits will be specified in the Proportionate Share Agreement.

7. Transit.

(a) The Developer agrees to provide an area of up to three (3) acres with frontage on or good access and proximity to CR 470 for a transit park and ride facility. Said site is to be made available concurrent with the final plat approval for the lands adjacent to the site.

(b) The Landstone Communities DRI will participate in a regional transit study being conducted by the Lake-Sumter MPO. The Landstone Communities DRI, along with other DRIs in the area, will fund the cost of the study. The Landstone Communities DRI will pay an equal pro rata share of the study, up to \$50,000 and will be paid to Sumter County within thirty (30) business days of a written demand from the LS-MPO, but not sooner than ninety (90) days after the Effective Date of the DO.

(c) In coordination with the Lake-Sumter MPO and the Sumter County Transit Authority, The Landstone Communities DRI will provide reasonable areas for bus stops on CR 470 and the extension of CR 501.

(d) The Developer agrees to construct primary access points and principal internal circulation roadways with sufficient geometry to accommodate transit.

(e) The Developer shall provide bicycle/pedestrian facilities throughout the development, as shown on Revised Map H. The Developer shall also provide design guidelines for internal bicycle/pedestrian facilities/amenities, including connections to and parking facilities at the park, school and various commercial sites, as well as reasonable connections to external bicycle or pedestrian facilities as part of its overall design guidelines to be developed during the zoning approval process and approved by the City of Wildwood. These multi-modal trails will be maintained by either a homeowner's association or a community development district, but are not the obligation of the City.

(f) The Developer shall consider, in conjunction with the relevant agencies, during the site planning stage of the development, future bicycle and pedestrian facilities along the frontage of the CR 470 widening and the (extension of CR 501).

(g) The Developer shall provide reasonable connections for roadways, bicycles and pedestrians to adjoining properties and developments, unless such connection is inconsistent with the terms and conditions of this Amended and Restated Development Order.

(h) In order to minimize impacts to the roadway network, parcels within The Landstone Communities DRI shall, subject to environmental constraints, be interconnected to the maximum extent feasible as determined by the City. The Landstone Communities DRI will generally be connected to existing neighborhoods and will tie into local streets, where feasible and as deemed appropriate by the City.

8. Phase 2 Monitoring and Modeling (M&M) Study. A Traffic Monitoring and Modeling (M&M) Study shall be performed prior to the initiation of Phase 2, as identified in the transportation phasing table in Section K-1. The M&M Study shall conform to professional standards and shall be generally consistent with study methodology established for The Landstone Communities DRI. The M&M Study shall conform to the following:

(a) The Owner/Developer shall schedule an M&M methodology meeting prior to commencement of Phase 2. The M&M shall commence with a methodology meeting, which may be initiated once the current development phase is 80 percent complete (based on net new external PM peak hour trips) or one (1) year prior to the end of a phase, whichever occurs first. The City of Wildwood Planning Division, Sumter County, Lake-Sumter Metropolitan Planning Organization (MPO), the Florida Department of Transportation (FDOT) District V, Florida Turnpike Enterprise, and the WRPC, shall be invited to attend the M&M methodology meeting for their review and acceptance of the methodology. In the event that all parties cannot come to an agreement on the methodology, the City of Wildwood shall be the final arbiter on City facilities, the FDOT shall be the final arbiter on state facilities, Sumter County shall be the final arbiter on Sumter County facilities, and Lake County shall be the final arbiter on Lake County facilities.

(b) As part of the M&M Study, the project's external trip generation may be calculated from field observations at the project's access points to the External Roadway Network to determine if observed project trips are consistent with Institute of Transportation Engineers (ITE) trip rates. If the observed trip rates are not found to be reasonably consistent with ITE trips rates, then adjustments to the trip rates used in the M&M Study may be made, as agreed upon by the Applicant and the reviewing agencies.

(c) The following roadways were analyzed for full buildout of the Property in the ADA and may be considered as candidate roadways for analysis in the M&M Study:

Roadway	Segments
I-75	Marion/Sumter Co. Line - Florida's Turnpike
FL Turnpike	I-75 - SR 50
US 301	CR 466 - CR 673
CR 468	SR 44 - CR 501
CR 470	SR 44 - CR 33
SR 471	US 301 - CR 478
CR 501	CR 468 - CR 470
CR 33	CR 48 (East) - CR 48 (West)
US 27	Main Street - CR 33
SR 19	CR 48 - CR 478

The M&M Study may include, but shall not be limited to, those segments of the regional roadways within this list and one segment beyond where the Property is estimated to contribute a cumulative amount of traffic greater than or equal to 4.5 percent of the roadway adopted LOS service volume. The analyzed facilities shall include signalized intersections and link analyses of major collector and higher classified roadways and interchange ramp junctions. The City of Wildwood, Sumter County, WRPC, FDOT, MPO, and DCA shall have the right to make reasonable requests for additional information from the Developer to verify adherence to these provisions. The Developer shall provide information toward compliance with these requests.

(d) Monitoring/Modeling Results/Mitigation. Except as may be otherwise provided for in this Amended and Restated Development Order, The Landstone Communities DRI shall not commence beyond Phase 1 into Phase 2 when service levels are below the minimum service level adopted in the applicable local government's comprehensive plan during the PM peak hour and the Project contributes, or is projected to contribute with the next phase of traffic, five percent or more of the adopted LOS service volume of the roadway or intersection as determined by traffic monitoring in the preceding condition, unless mitigation measures and/or improvements are secured and committed during the phase in which the impacts occur, or unless an alternate mechanism is implemented. The schedule of required improvements shall be tied to the development level that the improvement is needed within each phase based upon the results of the M&M. This Amended and Restated Development Order shall be amended, as needed, to incorporate these needs and the commensurate trip level by which the improvement is needed to support project development.

(e) For purposes of this Amended and Restated Development Order, adequate "secured and committed" mitigation measures shall include one of the following:

(1) A roadway improvement scheduled for construction within the first three (3) years of the appropriate local government's adopted comprehensive plan capital improvement element (or as otherwise provided in the applicable jurisdiction's capital improvement element).

(2) A binding financially secured and irrevocable commitment by the Developer or other appropriate persons or entities for the design, engineering, land acquisition, and actual construction of the necessary improvements (with the posting of a cash bond, surety bond, irrevocable letter of credit, escrow amount or other security in a form acceptable to the agency of jurisdiction) within the next three (3) years and incorporated by reference into this Amendment and Restated Development Order at the next Notice of Proposed Change.

(3) Any other mitigation option specifically provided for in this Amended and Restated Development Order.

(4) Any other mitigation option permitted by law, including a local government development agreement consistent with Chapter 163, F.S., which ameliorates the impact and is incorporated into this Amended and Restated Development Order by amendment.

(5) Subject to a binding agreement, the Developer seeks and obtains the implementation of alternate improvements or mechanisms which shall either maintain the adopted LOS at any impacted link, intersection, or interchange junction or implement a reduced LOS standard and/or achieve the adopted LOS standard over an established period of time. The applicable FDOT procedure shall be followed if a reduced LOS standard is sought for a State facility.

(6) Detailed operational analyses of intersection and arterial/corridor level of service can be performed to the satisfaction of the agency with jurisdiction of the impacted facilities that reasonably demonstrates that projected traffic conditions will meet the adopted LOS.

These mitigation measures shall occur by the required threshold in order for the Development to proceed into the subsequent phase. If the Developer can demonstrate that a portion of a phase or sub-phase does not adversely affect the regional roadway network as determined by the M&M, then the Applicant may proceed with that portion of the phase (and only that portion).

(f) In the event that a roadway widening is identified which is not compatible with adopted policy of the FDOT or local government (e.g., constrained), the Developer, the City of Wildwood, or the party having either maintenance or jurisdictional responsibility for the facility, together with the WRPC, shall determine alternate mitigation solutions to provide for the movement of people, including, but not limited to, transit service and transit facilities.

(g) If the monitoring/modeling results set forth hereinabove show that improvements must be made to transportation facilities, and if mitigation is not provided as set forth in these conditions or as otherwise required pursuant to 9J-2.045(7), then prior to any construction of future phases and subject to the provisions of Section 380.06(15)(e), Florida Statutes, the Developer, the City of Wildwood, and the entity with

jurisdiction over the transportation facility may enter into an agreement which ensures that:

(1) a proportionate share payment is made by the Developer to the appropriate entity/(ies) to mitigate project impacts;

(2) said proportionate share payment by the Developer constitutes adequate provision for the public facilities needed with respect to the road segments to accommodate the impacts of the project through the phase for which the fair share was calculated, as required by Section 380.15(e)(2), Florida Statutes. All such proportionate share agreements shall be included in this Development Order by amendment pursuant to Section 380.06(19), F.S. The formula to be used to determine proportionate share contributions is as follows:

$$\frac{(\text{DRI Trips})}{(\text{SV Increase})} \times \text{Cost} = \text{Proportionate Share}$$

For this formula, DRI Trips is the cumulative number of trips from the development expected to reach the roadway during the peak hour from the phase under development. SV Increase is the change in peak hour maximum service volume of the roadway resulting from construction of the improvement necessary to maintain the desired level of service; and Cost of Improvement is the cost (at the time of Developer payment) of constructing an improvement necessary to maintain the desired level of service, including all improvement associated costs (engineering design, right-of-way acquisition, planning, engineering, inspection, and other associated physical development costs directly required and associated with the construction of the improvement) as determined by the governmental agency having maintenance obligations over the roadway. Transit service and facilities shall be considered in proportionate share calculations.

9. Areawide Monitoring Study. In an effort to evaluate the cumulative and regional implications of the multiple DRI projects approved in the Wildwood South Transportation Area, and to provide regional review and participation in the planning and implementation of transportation improvements to serve this growing area, an Areawide Monitoring Study will be commissioned by the Lake-Sumter MPO, Sumter County, or the City of Wildwood. The Areawide Monitoring Study shall be conducted beginning when the third DRI in the Wildwood South Transportation Area has received approval to move into Phase 2 of its development program and will be updated once every three (3) years henceforth. The Developer shall pay an equal pro rata share not to exceed \$50,000 per study occurrence, subject to increase only pursuant to the Consumer Price Index, with the other DRI projects in the Wildwood South Transportation Area that share this condition. The Developer shall continue to participate in the funding of the Areawide Monitoring Study until building permits have been issued for 95% of The Landstone Communities DRI project buildout. The Areawide Monitoring Study may be used by local agencies for information purposes only and shall not in anyway affect, impact or alter the approvals and entitlements of The Landstone Communities DRI, as provided in this Amended and Restated Development Order and/or any related agreements. The Areawide Modeling Study shall be based on the following principles:

(a) Conform to professional standards and address those questions contained in Question 21 of the DRI Application.

(b) Have an approved methodology by the reviewing agencies, including the City of Wildwood, Sumter County, Lake-Sumter MPO, FDOT District V, and the WRPC.

(c) Each Areawide Monitoring Study should measure development impacts for a period of five (5) years into the future unless different time frames are agreed to in the methodology.

(d) Alternative travel modes, such as mass transit and other strategies, shall be considered in the analysis and in the mitigation of identified transportation needs and deficiencies.

(e) Use available data, where practical, in conducting the study. Such data may include the trip generation and origin-destination data obtained in the individual DRIs' studies, M&M studies, Lake-Sumter CMS data, and other information that may be available through the Developer, Sumter County, City of Wildwood, the FDOT and others.

(f) The City of Wildwood, in consultation with Sumter County and FDOT shall be responsible for determining the scheduling and refinement of these provisions.

10. Site Access Analysis. The Developer shall provide any needed site access improvements or modifications necessary to accommodate access to the development at the site planning stage of the development approval process.

SECTION V. LOCAL MONITORING

A. The City shall have the primary responsibility for enforcing the provisions of this Amended and Restated Development Order.

B. Compliance with the terms and conditions of this Amended and Restated Development Order shall be monitored through the provisions of the established review and approval process for development pursuant to the City's monitoring procedures. The City Manager, or his/her authorized designee, shall be the official responsible for monitoring compliance by the Developer with this Amended and Restated Development Order.

SECTION VI. COMPLIANCE DATES

The Developer and the City of Wildwood estimate that approximately twenty years will be required to complete the development described in this Amended and Restated Development Order. Accordingly, this Development Order shall terminate on December 31, 2030.

SECTION VII. RESTRICTIONS ON DOWN ZONING

Until December 31, 2030, the approved development described in this Amended and Restated Development Order shall not be subject to down zoning, unit density reduction or intensity reduction unless the City can demonstrate that substantial changes in the conditions underlying the approval of this Amended and Restated Development Order have occurred, or that this Amended and Restated Development Order was based upon substantially inaccurate information provided by the Developer, or that the change is clearly established by the City to be essential to the public health, safety or welfare.

SECTION VIII. BIENNIAL REPORTING REQUIREMENTS

A. The Developer shall submit a biennial report on or before October 30, 2012 and each alternating year thereafter throughout the term of this Amended and Restated Development Order. The biennial report shall be submitted on the appropriate form to the City, WRPC, DCA, and all affected permitting agencies. The contents of the biennial report shall comply with the relevant conditions of approval of this Amended and Restated Development Order, Section 380.06(18), Fla. Stat., and Rule 9J-2.025(7), Florida Admin. Code, including the following:

1. Any changes in the plan of development or in the representations contained in the ADA, or in the phasing for the reporting year and for the next year.
2. A summary comparison of development activity proposed and actually conducted for the year.
3. Identification of undeveloped tracts of land other than individual single family lots that have been sold by the Developer to a separate entity or developer.
4. Identification and intended use of lands purchased, leased or optioned by the Developer adjacent to the Property since this Amended and Restated Development Order was issued.
5. An assessment of the Developer's and the County's compliance with the conditions of approval contained in this Amended and Restated Development Order and the commitments, obligations, covenants, liabilities and responsibilities which are contained in the ADA and which have been identified by the City, WRPC, or DCA as being significant.
6. Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year or which are to be filed during the next year.
7. Any indication of a change in local government jurisdiction for any portion of The Landstone Communities DRI since this Amended and Restated Development Order was issued.
8. A list of significant local, State and Federal permits which have been obtained or which are pending or for which application has been made by agency, type of permit, permit number and purpose of each.

9. A statement that all persons or entities have been sent copies of the biennial report in conformance with Section 380.06(15)(f), Fla. Stat.

10. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the Developer pursuant to Section 380.06(15)(f), Fla. Stat.

B. If the City does not receive the biennial report or receives notification that the WRPC, DCA, or any affected permitting agency has not received a report, the City shall request in writing that the Developer submit the report within 30 days. The failure to submit the report after 30 days shall result in the temporary suspension of this Amended and Restated Development Order by the City.

SECTION IX. SUBSTANTIAL DEVIATIONS

A. No change shall be made to this Amended and Restated Development Order or to the approved land uses, unless and until the City has approved and authorized the change.

B. The Developer shall fully comply with Subsection 380.06(19), Fla. Stat., regarding "substantial deviations."

SECTION X. RECORDING

This Amended and Restated Development Order or any subsequent modification of this Amended and Restated Development Order shall be recorded by the Developer in accordance with Section 28.222, Fla. Stat., with the Clerk of the Circuit Court for Sumter County, Florida, at the Developer's expense immediately after the Effective Date of this Amended and Restated Development Order or any subsequent modification of this Amended and Restated Development Order in compliance with Section 380.06(15)(f), Fla. Stat.. The recording of this Amended and Restated Development Order shall not constitute a lien, cloud, or encumbrance on the Property, or actual or constructive notice of any such lien, cloud, or encumbrance on the Property.

SECTION XI. EFFECT OF AMENDED AND RESTATED DEVELOPMENT ORDER

This Amended and Restated Development Order governs all conditions and requirements for development of the Property.

SECTION XII. DEVELOPERS CONSENT

The Owner/Developer and Owner, by executing this Amended and Restated Development Order, acknowledge that this Amended and Restated Development Order is binding upon the Property, and the conditions of approval contained herein apply to and control all further development of the Property.

ADOPTED THIS _____ DAY OF _____, 2010

CITY OF WILDWOOD, FLORIDA

BY: _____
Ed Wolf
Mayor

ATTEST

Joseph Jacobs, City Clerk

Date: _____

(Additional signatures on the following pages.)

OWNER/DEVELOPER

LANDSTONE-WRIGHT, LLC, a Delaware limited liability company

By: Hearthstone Path of Growth Fund LLC, a Delaware limited liability company, Member

By: Hearthstone Professionals XII, LP, a California limited partnership, Managing Member

By: Hearthstone, Inc., a California corporation, General Partner

By: _____
Name: _____
Title: _____

By: Landstone Communities, LLC, a Delaware limited liability company, Member

By: _____
Albert Z. Praw
Chief Executive Officer

STATE OF CALIFORNIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2010, by _____, the _____ of Hearthstone, Inc., a California corporation, Member of LANDSTONE -WRIGHT, LLC, a Delaware limited liability company, on behalf of the company, who has produced _____ as identification or is personally known to me.

Notary Public, State of _____
Commission # _____
My Commission Expires: _____

STATE OF CALIFORNIA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2010, by Albert Z. Praw, the Chief Executive Officer of Landstone Communities, LLC, a Delaware limited liability company, Member of LANDSTONE -WRIGHT, LLC, a Delaware limited liability company, on behalf of the company, who has produced _____ as identification or is personally known to me.

Notary Public, State of _____
Commission # _____
My Commission Expires: _____

(Additional signature on the following page.)

OWNER

TML OF MARION, LLC, a Florida limited liability company, f/k/a Tony Mendola, LLC, a Florida limited liability company

By: _____
Albert Peek
Managing Member

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2010, by Albert Peek, the Managing Member of TML OF MARION, LLC, a Florida limited liability company, f/k/a Tony Mendola, LLC, on behalf of the company, who has produced _____ as identification or is personally known to me.

Notary Public, State of _____
Commission # _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A

A PORTION OF SECTIONS 15, 16, 17 AND 28 TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. TOGETHER WITH ALL OF SECTIONS 21, 22 AND 27 TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 15-20-23; THENCE ALONG THE EAST LINE OF AFORESAID SECTION 15-20-23 SOUTH 00°12'50" WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°12'50" WEST, A DISTANCE OF 5,283.27 FEET TO THE SOUTHEAST CORNER OF SECTION 15-20-23; THENCE ALONG THE EAST LINE OF AFORESAID SECTION 22-20-23 SOUTH 00°12'50" WEST, A DISTANCE OF 5,333.27 FEET TO THE SOUTHEAST CORNER OF SECTION 22-20-23; THENCE ALONG THE EAST LINE OF AFORESAID SECTION 27-20-23 SOUTH 00°26'10" WEST, A DISTANCE OF 5,333.71 FEET TO THE SOUTHEAST CORNER OF SECTION 27-20-23; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 27-20-23 NORTH 89°46'18" WEST, A DISTANCE OF 2,674.55 FEET TO THE SOUTH 1/4 CORNER OF SECTION 27-20-23; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 27-20-23 NORTH 89°49'59" WEST, A DISTANCE OF 2,655.24 FEET TO THE SOUTHWEST CORNER OF SECTION 27-20-23; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 27-20-23 NORTH 00°10'27" EAST, A DISTANCE OF 1,333.94 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28-20-23; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28-20-23 NORTH 89°32'31" WEST, A DISTANCE OF 1,332.94 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28-20-23; THENCE ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28-20-23 SOUTH 00°05'48" WEST, A DISTANCE OF 1,334.31 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28-20-23; THENCE ALONG THE SOUTH LINE OF SECTION 28-20-23 NORTH 89°33'27" WEST, A DISTANCE OF 1331.14 FEET TO THE SOUTH 1/4 CORNER OF SECTION 28-20-23; THENCE CONTINUE ALONG SAID SOUTH LINE NORTH 89°33'27" WEST, A DISTANCE OF 2662.79 FEET TO THE SOUTHWEST CORNER OF SECTION 28-20-23; THENCE ALONG THE WEST LINE OF SECTION 28-20-23 NORTH 00°07'47" WEST, A DISTANCE OF 5,341.74 FEET TO THE NORTHWEST CORNER OF SECTION 28-20-23; THENCE ALONG THE WEST LINE OF SECTION 21-20-23 NORTH 00°21'08" EAST, A DISTANCE OF 5,311.20 FEET TO THE NORTHWEST CORNER OF SECTION 21-20-23; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 17-20-23 NORTH 89°35'19" WEST, A DISTANCE OF 2,669.67 FEET TO THE SOUTH 1/4 CORNER OF SECTION 17-20-23; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17-20-23 NORTH 00°04'24" WEST, A DISTANCE OF 1,330.45 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17-20-23; THENCE ALONG

THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17-20-23 SOUTH 89°37'22" EAST, A DISTANCE OF 1,334.58 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17-20-23; THENCE ALONG THE WEST LINE OF THE EAST 1/4 OF SECTION 17-20-23 NORTH 00°05'01" WEST, A DISTANCE OF 3,844.55 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°41'26" EAST, A DISTANCE OF 1,333.26 FEET; THENCE SOUTH 89°47'47" EAST, A DISTANCE OF 2,695.81 FEET; THENCE SOUTH 89°52'46" EAST, A DISTANCE OF 2,681.23 FEET; THENCE SOUTH 89°43'44" EAST, A DISTANCE OF 5,346.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL B

THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

Altogether Containing 4,131.8 acres more or less.

1. (e) TIMED ITEMS – Approval requested for the Negotiated Settlement Agreement; the Proportionate Share Agreement; and the Amended and Restated Development Order for Landstone DRI

EXHIBIT B

THE LANDSTONE COMMUNITIES DEVELOPMENT OF REGIONAL IMPACT

WILDLIFE HABITAT MANAGEMENT PLAN

Dated January 14, 2008

Prepared by Bio-Tech Environmental Consulting, Inc.

Landstone Communities

Development of Regional Impact

Wildlife Habitat Management Plan

January 14, 2008

For:

Chuck Piper
Landstone Communities LLC
13506 Summerport Village Parkway #411
Windermere, FL 34786

By:

Bio-Tech Environmental Consulting, Inc.
2002 East Robinson St.
Orlando, FL 32803

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INTRODUCTION

The Landstone Communities DRI is comprised of a 4,130.8-acre tract located on the south side of CR 470 at the intersection of CR 501, approximately 2.5 miles west of the CR 470 Turnpike interchange, in south Sumter County. The subject property is within Sections 15, 16, 17, 20, 21, 22, 27 and 28, Township 20 South, Range 23 East, Sumter County, Florida.

The existing land uses within the property include a very limited amount of residential and the majority of the site dedicated to cattle management and silviculture. The most prevalent land use types are pine flatwoods, woodland pasture, and live oak. The majority of the northern and southwestern regions of the project are dominated by improved pastures and woodland pastures. In recent years several scattered areas of coniferous plantation have replaced improved and woodland pastures. The remaining areas consist of reservoirs (i.e., cow ponds), canal, and freshwater marsh.

After a review of aerial photographs, soils maps, agency records, preliminary and subsequent field investigations, specific natural resources were identified. This Wildlife Habitat Management Plan (WHMP) was developed to address these issues and provide a complete overview of some of the techniques and methodologies that will be utilized to address environmental resource issues associated with the Landstone Communities DRI project.

OBJECTIVES

The objective of this WHMP is to identify and address the natural resource issues associated with the development of the Landstone Communities DRI project site. This objective includes the integration of a project design that facilitates practical and equitable development of the project site without conflicting with the adequate management of the wildlife and wetland resources. The objectives of this habitat management plan include the incorporation of specific requirements and recommendations of the various wildlife agencies, the Southwest Florida Water Management District and the Withlacoochee Regional Planning Counsel (WRPC). Recommendations from other agencies and interested parties were also considered and incorporated where practical and appropriate.

CURRENT CONDITIONS

The Landstone Communities DRI project site and land uses are mostly agricultural in nature. The majority of the uplands within the site consist of pine flatwoods, live oak, woodland and improved pastures, and coniferous plantation. The remaining areas are mostly wetlands, which include wet prairie and freshwater marshes in the interior regions of the project.

SOILS

According to the Soil Survey of Sumter County, Florida, prepared by the U.S. Department of Agriculture (USDA), Natural Resource Conservation Service (NRCS), thirty-three (33) soil types occur within the property boundaries. These soil types include the following:

- Paisly fine sand, bouldery subsurface (#9)
- Sparr fine sand, 0 to 5 percent slopes (#10)
- Adamsville fine sand, bouldery subsurface (#15)
- Okeelanta muck (#18)
- Florahome sand, 0 to 5 percent slopes (#20)
- EauGallie fine sand, bouldery subsurface (#21)
- Smyrna fine sand (#22)
- Ona fine sand (#23)
- Basinger fine sand (#24)
- Kanapaha sand, bouldery subsurface (#25)
- Vero fine sand, bouldery subsurface (#26)
- Sumterville fine sand, bouldery subsurface, 0 to 5 percent slopes (#27)
- Nittaw muck, frequently flooded (#29)
- Placid fine sand, depressionnal (#30)
- Myakka fine sand (#31)
- Sparr fine sand, bouldery subsurface, 0 to 5 percent slopes (#33)
- Pompano fine sand, depressionnal (#35)
- Floridana mucky fine sand, depressionnal (#36)
- Astatula fine sand, 0 to 8 percent slopes (#37)
- Millhopper sand, bouldery subsurface, 0 to 5 percent slopes (#40)
- Basinger fine sand, depressionnal (#43)
- Oldsmar fine sand, bouldery subsurface (#44)
- Electra fine sand, bouldery subsurface (#45)
- Ft. Green fine sand, bouldery subsurface (#46)
- Okeelanta muck, frequently flooded (#47)
- Immokalee sand (#50)
- Tavares fine sand, bouldery subsurface, 0 to 5 percent slopes (#53)
- Montechoa fine sand , depressionnal (#54)

- Vero fine sand, depressional (#56)
- Gator muck, frequently flooded (#57)
- Paisley fine sand, depressional (#58)
- Delray fine sand, depressional (#60)
- EauGallie fine sand (#61)

The following presents a brief description of each of the soil types mapped for the subject property:

Paisly fine sand, bouldery subsurface (#9) is a nearly level, poorly drained soil found on low broad flats and small knolls. The surface layer is very dark grayish brown fine sand about 5 inches thick. In most years, this soil has a high water table within 10 inches of the surface for 2 to 6 months. Permeability of this soil type is rapid in the surface and subsurface layers and is slow in the subsoil and substratum.

Sparr fine sand, 0 to 5 percent slopes (#10) is a nearly level to gently sloping, somewhat poorly drained soil found on broad, low ridges and knolls. The surface layer is gray fine sand about 9 inches thick. This soil has a high water table within 20 to 40 inches of the surface or 1 month to 4 months. Permeability is rapid in the surface and subsurface layers and is slow or moderately slow in the subsoil.

Adamsville fine sand, bouldery subsurface (#15) is a nearly level, somewhat poorly drained soil found on low, broad flats and knolls. The surface layer is gray fine sand about 5 inches thick. In most years, the soil has a high water table within 24 to 40 inches of the surface for 2 to 6 months and at a depth of less than 60 inches for more than 9 months. It is at a depth of 10 to 20 inches for about 2 weeks in some years. Permeability of this soil type is rapid.

Okeelanta muck (#18) is a nearly level, poorly drained soil found in depressional areas. Typically, the surface layer of this soil type, to a depth of about 38 inches, is black muck underlain by dark reddish brown muck. This soil type is covered by water for 6 to 12 months during most years unless drained. Permeability of this soil type is rapid throughout.

Florahome sand, 0 to 5 percent slopes (#20) is a nearly level to gently sloping and welldrained soils found on the broad uplands. Typically, the surface layer is very dark gray grading to very dark grayish brown sand about 20 inches thick during most years, this soil has a high water table within 48 to 60 inches of the surface for 1 month to 4 months and at a depth of 60 to 72 inches for 3 to 4 months. Permeability is rapid

EauGallie fine sand, bouldery subsurface (#21) is nearly level, poorly drained soil found on broad flatwoods. The surface layer is dark gray fine sand about 8 inches thick. This soil has a high water table within 10 to 40 inches of the surface for more than 6 months. It has a high water table at a depth of less than 10 inches for 1 to 4 months. Permeability of this soil type is rapid in the surface and subsurface layers. It is moderate or moderately rapid in the upper part of the subsoil and moderately slow in the lower part.

Smyrna fine sand (#22) is a nearly level, poorly drained soil found on the broad flatwoods. Typically, the surface layer of this soil type consists of very dark gray fine sand about 3 inches thick. In most years, this soil type has a high water table between depths of 10 and 40 inches of the surface for more than 6 months and at a depth of less than 10 inches for 1 to 4 months. Permeability of this soil type is rapid in the surface layer, moderate or moderately rapid in the subsoil, and rapid in the substratum.

Ona fine sand (#23) is a nearly level poorly drained soil found on the broad flatwoods. The surface layer is about 9 inches thick and is very dark gray fine sand that has many uncoated sand grains. In most years, the soil has a high water table between depths of 10 and 40 inches for 4 to 6 months and at a depth of less than 10 inches for 1 month to 2 months. Permeability of this soil type is rapid in the surface layer, moderate in the subsoil, and rapid in the substratum.

Basinger fine sand (#24) is a nearly level, poorly drained soil found on poorly defined drainageways. Typically, the surface layer of this soil type consists of black fine sand about 8 inches thick. In most years, this soil type has a high water table between depths of 10 and 30 inches of the surface for more than 6 months and at a depth of less than 10 inches for 2 to 6 months. Permeability of this soil type is rapid throughout.

Kanapaha sand, bouldery subsurface (#25) is a nearly level, poorly drained soil found on low, broad flats and low knolls. Typically, the surface layer of this soil type consists of very dark gray sand about 6 inches thick. In most years, this soil type has a high water table within 10 to 40 inches of the surface for 3 to 4 months and at a depth of less than 10 inches for 1 to 3 months. Permeability of this soil type is rapid in the surface and subsurface layers and is moderately slow or slow in the subsoil.

Vero fine sand, bouldery subsurface (#26) is a nearly level, poorly drained soil found on the broad flatwoods. Typically, the surface layer is black and dark gray fine sand about 7 inches thick. In most years, this soil has a high water table between depths of 0 to 12 inches for more than 5 months. Permeability is rapid in the surface and subsurface layers and slow in the subsoil.

Sumterville fine sand, bouldery subsurface, 0 to 5 percent slopes (#27) is a nearly level to gently sloping, somewhat poorly drained soil found on the broad ridges and knolls on the uplands. Slopes of this soil type are convex. The surface layer of this soil type generally consists of dark gray fine sand about 9 inches thick. In most years, this soil

type has a high water table within 18 to 36 inches of the surface for 2 to 4 months and a depth of less than 60 inches for more than 6 months. Permeability of this soil type is moderately rapid in the surface and subsurface layers and is slow in the subsoil and substratum.

Nittaw muck, frequently flooded (#29) is a nearly level and is very poorly drained soil in the hardwood swamps on the lake and river flood plains. Typically, the surface layer is dark reddish brown muck about 5 inches thick and is underlain by very dark grayish brown fine sand to a depth of 12 inches. This soil is frequently flooded for long periods. Permeability is moderately rapid in the surface layer and is slow in the subsoil.

Placid fine sand, depressional (#30) is a nearly level, very poorly drained soil found in depressional areas and in poorly defined drainageways that pond. The surface layer is black fine sand about 10 inches thick underlain by very dark gray fine sand to a depth of about 16 inches. The soil has water above the surface for 6 to 8 months. Permeability of this soil type is rapid throughout.

Myakka fine sand (#31) is a nearly level, poorly drained soil found on broad areas on the flatwoods. Typically, the surface layer of this soil type consists black sand about 6 inches thick. In most years, this soil type has a high water table within 10 inches of the surface for 1 to 4 months and recedes to a depth of more than 40 inches during very dry periods. Permeability of this soil type is rapid in the surface layer, subsurface layer, and substratum and is moderate or moderately rapid in the subsoil.

Sparr fine sand, bouldery subsurface, 0 to 5 percent slopes (#33) is a nearly level to gently sloping, somewhat poorly drained soil found on broad, low ridges and knolls. The surface layer is gray fine sand about 8 inches thick. This soil has a high water table within 20 to 40 inches of the surface for 1 month to 4 months. The permeability of this soil type is low in the surface and subsurface layers and medium in the subsurface layers and is slow or moderately slow in the subsoil.

Pompano fine sand, depressional (#35) is a nearly level, very poorly drained soil found in depressional areas. Typically, the surface layer of this soil type consists of black fine sand about 9 inches thick underlain by pale and dark grayish brown fine sand to a depth of about 12 inches. This soil type is ponded for 6 to 8 months. Permeability of this soil type is rapid.

Floridana mucky fine sand, depressional (#36) is a nearly level, poorly drained soil on wet, depressional areas. Typically, the surface layer is black mucky fine sand about 4 inches thick underlain by very dark gray fine sand to a depth of about 12 inches. This soil is ponded for more than 6 months during most years. Permeability is rapid in the surface layer and is slow or very slow in the subsoil.

Astatula fine sand, 0 to 8 percent slopes (#37) is a nearly level to moderately sloping, excessively drained soil found on the sandhills. Typically, the surface layer of this soil

type consists of dark gray fine sand about 5 inches thick. This soil type does not have a high water table within 80 inches of the surface. Permeability of this soil type is very rapid.

Millhopper sand, bouldery subsurface, 0 to 5 percent slopes (#40) is a nearly level to gently sloping, moderately well drained soil found on broad uplands. Slopes of this soil type are smooth and range from 0 to 5 percent. The surface layer of this soil type generally consists of very dark gray grading to very dark grayish brown sand about 20 inches thick. In most years, this soil type has a high water table within 42 to 60 inches of the surface for 1 to 4 months and at a depth of 60 to 72 inches for 2 to 4 months. Permeability of this soil type is rapid.

Basinger fine sand, depressional (#43) is a nearly level and poorly drained soils found within depressional areas. Typically, the surface layer is very dark fine sand about 6 inches thick. This soil is ponded for 6 to 8 months or more in most years. Permeability is rapid.

Oldsmar fine sand, bouldery subsurface (#44) is a nearly level, poorly drained soil found in broad areas on the flatwoods. The surface layer is very dark gray grading to dark gray fine sand about 9 inches thick. In most years, this soil has a high water table at a depth of 10 to 40 inches for 6 months or more and at a depth of less than 10 inches for 1 month to 3 months. Permeability of this soil type is rapid in the surface and subsurface layers. It is moderately rapid to moderately slow in the sandy part of the subsoil and slow to very slow in the loamy part.

Electra fine sand, bouldery subsurface (#45) is nearly level to gently sloping and poorly drained soil found on the slight ridges on the flatwoods. Typically, the surface layer is gray fine sand about 3 inches thick. In most years, this soil has a high water table between depths of 24 to 40 inches for about 4 months. Permeability is rapid in the surface and subsurface layers.

Ft. Green fine sand, bouldery subsurface (#46) is a nearly level to gently sloping and poorly-drained soil found on the broad, low ridges and small knolls. Typically, the surface layer is dark grayish brown sand about 6 inches thick. This soil has a high water table within 10 inches of the surface for 1 to 4 months during most years. Permeability is rapid in the surface and subsurface layers and is slow to moderately slow in the subsoil.

Okeelanta muck, frequently flooded (#47) is a nearly level, very poorly drained soil found in swamps and marshes along the floodplains of major rivers. Typically, the surface layer of this soil type is dark reddish brown muck about 19 inches thick. This soil type is frequently flooded for very long periods. Permeability of this soil type is rapid throughout.

Immokalee sand (#50) is a nearly level, poorly drained soil found on broad flatwoods. Typically, the surface layer of this soil type consists of very dark gray sand about 6 inches thick. In most years, this soil type has a high water table within 10 of the surface for 1 to 4 months. It recedes to a depth of more than 40 inches during dry periods. Permeability of this soil type is rapid throughout, except in the moderately permeable subsoil.

Tavares fine sand, bouldery subsurface, 0 to 5 percent slopes (#53) is nearly level to gently sloping, moderately well drained soil found on broad uplands and knolls. The surface layer is dark grayish brown fine sand about 7 inches thick. This soil has a high water table within 42 to 80 inches of the surface for more than 6 months but recedes to a depth of more than 80 inches during droughty periods. Permeability of this soil type is very rapid or rapid.

Monteocha fine sand, depressional (#54) is a nearly level and poorly drained soil found in wet depressional areas. Typically, the surface layer is very dark gray fine sand about 11 inches thick. During most years, this soil has a high water table within 10 inches of the surface for 4 months or more and is ponded for more than 6 months. Permeability is rapid in the surface and subsurface layers.

Vero fine sand, depressional (#56) is a nearly level, poorly drained soil found in depressional areas. The surface layer is black fine sand about 5 inches thick. The soil type is ponded for 6 to 8 months. Permeability of this soil type is rapid in the surface and subsurface layers and moderately slow in the subsoil.

Gator muck, frequently flooded (#57) is nearly level and is poorly drained found within swamps and marshes along the flood plains of the major rivers, lakes, and streams in Sumter County. Typically, the surface layer is very dark grayish brown and black muck about 25 inches thick. This soil is frequently flooded for very long periods. Permeability is rapid in the surface layer. It is also rapid in the sandy part of the substratum and moderate in the loamy part.

Paisley fine sand, depressional (#58) is nearly level, poorly drained soil found on nearly level, concave flats. Typically, the surface layer is black fine sand about 5 inches thick. During most years, this soil has a high water table that is above the surface for 6 to 8 months and recedes to a depth of 10 inches or more for 1 month to 4 months during dry periods. Permeability is rapid in the surface and subsurface layers and is slow in the subsoil.

Delray fine sand, depressional (#60) is a nearly level, poorly drained soil found in wet depressional areas. Typically, the surface layer is black and very dark gray fine sand about 16 inches thick. This soil is ponded for more than 6 months during most years. Permeability is rapid in the surface and subsurface layers and is moderate or moderately rapid in the subsoil.

EauGallie fine sand (#61) is a nearly level and poorly drained soil found on the broad flatwoods. Typically, the surface layer is black fine sand about inches thick. In most years, this soil has a high water table within 10 to 40 inches of the surface for more than 6 months and at a depth of less than 10 inches for 1 to 4 months. Permeability is rapid in the surface and subsurface layers.

The Florida Association of Environmental Soil Scientists considers *Okeelanta muck* (#18), *Basinger fine sand* (#24), *Nittaw muck, frequently flooded* (#29), *Placid fine sand, depressional* (#30), *Pompano fine sand, depressional* (#35), *Floridana mucky fine sand, depressional* (#36), *Basinger fine sand, depressional* (#43), *Okeelanta muck, frequently flooded* (#47), *Monteocha fine sand, depressional* (#54), *Vero fine sand, depressional* (#56), *Gator muck, frequently flooded* (#57), *Paisley fine sand, depressional* (#58) and *Delray fine sand, depressional* (#60) as hydric soil types. This association also recognizes hydric inclusions present in *Paisly fine sand, bouldery subsurface* (#9), *Adamsville fine sand, bouldery subsurface* (#15), *EauGallie fine sand, bouldery subsurface* (#21), *Smyrna fine sand* (#22), *Ona fine sand* (#23), *Kanapaha sand, bouldery subsurface* (#25), *Vero fine sand, bouldery subsurface* (#26), *Seffner fine sand* (#28), *Myakka fine sand* (#31), *Oldsmar fine sand, bouldery subsurface* (#44), *Ft. Green fine sand, bouldery subsurface* (#46), *Immokalee sand* (#50), and *EauGallie fine sand* (#61). This information may be found in the Hydric Soils of Florida Handbook (Third Edition; March 2000).

LAND USE TYPES/VEGETATIVE COMMUNITIES

The various land use types and vegetative communities within the boundaries of the Landstone Communities DRI were evaluated and classified using the Florida Land Use, Cover and Forms Classification System, Level III (FLUCFCS, FDOT, January 1999). The Landstone Communities DRI supports ten (10) land use type/vegetative communities within its boundaries. The uplands which exist on the subject property consist of Single Family Residential (111), Improved Pasture (211), Woodland Pasture (213), Pine Flatwoods (411), Live Oak (427) and Coniferous Plantation (441). The wetlands and surface waters include Rock Quarries (163), Streams and Waterways (510), Hydric Pine Flatwoods (625), and Freshwater Marshes (641). The illustration provided in Map F depicts the approximate locations of all wetlands and the vegetative cover and community types for all wetlands, surface waters and uplands within the project boundaries. Please note that the on-site wetlands have not been verified by the regulatory agencies (i.e., ACOE or SWFWMD). The following provides a brief description of the land use type/vegetative communities identified on the site:

Uplands:

111 Single Family Residential (±5.91 acres)

Several single family home sites exist on the north and central portions of the Property. These land use types are most consistent with the Single Family Residential (111) FLUCFCS classification. The area includes some vegetation including bahia grass (*Paspalum notatum*) and scattered live oak (*Quercus virginiana*).

211 Improved Pasture (±363.04 acres)

Areas throughout the property are most consistent with the Improved Pasture (211) classification. This area is dominated by bahiagrass (*Paspalum notatum*). Other vegetative species consist of opportunistic, weed-type species, including dog fennel (*Eupatorium capillifolium*), blackberry (*Rubus betulifolius*), soda apple (*Solanum capsicoides*), and caesar-weed (*Urena lobata*). Widely scattered longleaf pines (*Pinus palustris*) and live oaks (*Quercus virginiana*) are present, which is typical for pastureland in this area of Central Florida.

213 Woodland Pasture (±791.11 acres)

There are several areas throughout the property are most consistent with the Woodland Pasture (213) classification. These areas are dominated by live oak and saw palmetto (*Serenoa repens*). Other species that are present include beautyberry (*Callicarpa americana*), muscadine grape (*Vitis* sp.), caesar-weed (*Urena lobata*) and longleaf pine (*Pinus palustris*). These areas have many characteristics that are similar to improved pasture; however, the presence of a tree canopy warrants the Woodland Pasture classification.

411 Pine Flatwoods (±1,010.17 acres)

There are areas within the property that are most consistent with the Pine Flatwoods (411) classification. These areas also appear to be maintained with fire management. Common vegetation occurring in these areas includes, longleaf pine (*Pinus lustris*), slash pine (*Pinus elliotti*), oaks (*Quercus virginiana*, *Q. laurifolia*), saw palmetto (*Serenoa repens*), cabbage palm (*Sabal palmetto*), common ragweed (*Ambrosia artemisiifolia*), prickly pear cactus (*Opuntia phaeacantha*), caesar-weed (*Urena lobata*), Virginia creeper (*Parthenocissus quinquefolia*), muscadine grapevine (*Vitis rotundifolia*), wax myrtle (*Myrica cerifera*), dog fennel (*Eupatorium capillifolium*), sweetgum (*Liquidambar styraciflua*), and wiregrass (*Aristida* sp.).

427 Live Oak (±884.09 acres)

The majority of uplands within the property are most consistent with the Live Oak (427) classification. Dominant vegetation observed in these areas include live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), longleaf pine (*Pinus palustris*), bracken fern (*Pteridium aquilinum*), muscadine grape (*Vitis rotundifolia*), broomsedge (*Andropogon virginicus*), cabbage palm (*Sabal palmetto*), paint brush (*Carphephorus corymbosus*), Indian pipe (*Monotropa uniflora*), and saw palmetto (*Serenoa repens*).

441 Coniferous Plantation (±365.06 acres)

Areas in the north and central regions of the property are most consistent with the Coniferous Plantation (441) classification. These areas are dominated by planted slash pines (*Pinus elliottii*). Vegetative species were sparse due to a large amount of pine needles. Although, the vegetative species identified within the understory include bahiagrass (*Paspalum notatum*), lantana (*Lantana camara*), and muscadine grapevine (*Vitis* sp.).

Wetlands and Surface Waters:

163 Rock Quarries (±0.33 acres)

An abandoned quarry exists within a live oak stand in the northwest portion of the property. This area is most consistent with Rock Quarries (163) classification. This area consists primarily of exposed rock and surface water. The only identified vegetative species within this man-made surface water feature was duckweed (*Lemna minor*).

510 Streams and Waterways (ditch) (±20.2 acres)

This on-site ditch is most consistent with the Stream and Waterways (510) classification. A large ditch traverses the property from the southeast boundary to the northwest boundary. Vegetative species identified include primrose willow (*Ludwigia peruviana*), water hyacinth (*Eichhornia crassipes*), giant salvinia (*Salvinia molesta*), and smartweed (*Polygonum hydropiperoides*). Channelization of the canal within the property had been performed for agricultural reasons historically. Additionally, the side-slopes of the canal are improved (i.e., raised, etc.) to create a hydrological separation from the adjacent areas and allowing improved control over the hydrological conditions of these lands. The hydrological separation eliminated the inflow of surface waters that historically entered these areas and further enhanced the conversion of these areas to agricultural land uses.

625 Hydric Pine Flatwoods (±9.09 acres)

One area along the southern boundary of the property is most consistent with the Hydric Pine Flatwoods (625) classification. Vegetative species identified within this vegetative community include slash pine (*Pinus elliottii*), bushy broomsedge (*Andropogon glomeratus*), gallberry (*Ilex glabra*), pipewort (*Eriocaulon compressum*), yellow colicroot (*Aletris lutea*), St. John's wort (*Hypericum fasciculatum*) and widely scattered saw palmetto (*Serenoa repens*).

641 Freshwater Marsh (±681.81 acres)

The majority of herbaceous wetland areas within the property are most consistent with the Freshwater Marsh (641) classification. These marsh areas are dominated by maidencane (*Panicum hemitomon*) and pickerelweed (*Pontederia cordata*), surrounded by slash pine (*Pinus elliottii*). Other species that are present in this system include blue maidencane (*Amphicarpum muhlenbergianum*), duck potato (*Sagittaria latifolia*), spikerush (*Eleocharis baldwinii*), yellow-eyed grass (*Xyris caroliniana*), and pennywort (*Hydrocotyle umbellata*). Several sedges and rushes are also present in some areas.

LISTED SPECIES AND MANAGEMENT PLANS

Prior to field investigations, a literature review was conducted to determine the anticipated species composition within the Landstone Communities DRI based on species distribution, the presence of suitable habitat, and locality records. Several reference materials were utilized to determine potential species occurrence including the U.S. Fish and Wildlife Service (FWS) Endangered Species List for Sumter County, Florida Natural Areas Inventory Searchable Tracking List website, and the Florida Fish and Wildlife Conservation Commission (FFWCC) Waterbird Colony and Bald Eagle Nest locator websites. Based on the anticipated species composition, sampling methodologies were established in accordance with the FFWCC's Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval (January 1988). The on-site assessments were conducted on November 10-11 & 14-15, 2005; November 29-30, 2006; December 1-2, 4, 8-9, 11 and 22, 2006; March 28, May 4 (aerial survey), June 14, 20, 27, July 6, 12, 16, 17, 18, 19, 20 & 27, 2007 (see Table 12.0 for times and species covered). Pedestrian and vehicular surveys were conducted within all upland habitats to determine presence/absence of listed species. Materials used during the wildlife surveys included aerial photographs, USDA-NCRS soils map, binoculars, ATV and/or a four-wheel drive vehicle. Particular attention was given to those listed species that have the potential to occur in Sumter County (See Table 12-1). The review included direct observations and indirect evidence of a particular species' presence, such as tracks, burrows, tree markings and birdcalls. These wildlife surveys were conducted during optimal weather conditions and various survey dates (not listed above) were discarded as a result of inclement weather.

The following list is a list of species that have been observed utilizing the habitat found within the Landstone Communities DRI site. * **Protected species are denoted in bold**

Reptiles and Amphibians

black racer (*Coluber constrictor*)
brown anole (*Anolis sagrei*)
common cooter (*Pseudemys floridana*)
cottonmouth water moccasin (*Agkistrodon piscivorus*)
eastern diamondback rattlesnake (*Crotalus adamanteus*)
gopher tortoise (*Gopherus polyphemus*)
green anole (*Anolis caroliniana*)
green tree frog (*Hyla cinerea*)
pig frog (*Rana grylio*)
six-lined racerunner (*Cnemidophorus sexlineatus sexlineatus*)
southern leopard frog (*Rana utricularia*)
southern toad (*Bufo terrestris*)

Birds

Bald Eagle (*Haliaeetus leucocephalus*)
Black Vulture (*Coragyps atratus*)
Blue Jay (*Cyanocitta cristata*)
Barred Owl (*Strix varia*)
Cattle Egret (*Bubulcus ibis*)
Common Nighthawk (*Chordeiles minor*)
Common Yellow Throat (*Geothlypis trichas*)
Downey Woodpecker (*Picoides pubescens*)
Eastern Loggerhead Shrike (*Lanius ludovicianus migrans*)
Eastern Meadowlark (*Sturnella magna*)
Florida Sandhill Crane (*Grus canadensis pratensis*)
Glossy Ibis (*Plegadis falcinellus*)
Great Blue Heron (*Ardea herodias*)
Great Crested Flycatcher (*Myiarchus crinitus*)
Great Egret (*Casmerodius albus*)
Mourning Dove (*Zenaida macroura*)
Northern Bobwhite (*Colinus virginianus*)
Northern Cardinal (*Cardinalis cardinalis*)
Northern Mockingbird (*Mimus polyglottos*)
Pileated Woodpecker (*Dryocopus pileatus*)
Red-shouldered Hawk (*Buteo lineatus*)
Red-tailed Hawk (*Buteo jamaicensis*)
Red-winged Blackbird (*Agelaius phoeniceus*)
Snowy Egret (*Egretta thula*)
Turkey Vulture (*Cathartes aura*)
White Ibis (*Eudocimus albus*)
Wide-Eyed Vireo (*Vireo griseus*)

Mammals

armadillo (*Dasypus novemcinctus*)
cotton mouse (*Peromyscus gossypinus*)
eastern cottontail (*Sylvilagus floridanus*)
feral hog (*Sus scrofa*)
marsh rabbit (*Sylvilagus palustris*)
raccoon (*Procyon lotor*)

Sherman's fox squirrel (*Sciurus niger shermani*)

Virginia opossum (*Didelphis virginiana*)
white-tail deer (*Odocoileus virginianus*)

Six (6) of the above species observed within the Landstone Communities DRI are listed in the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (June, 2006). These species include the Bald Eagle (*Haliaeetus leucocephalus*), gopher tortoise (*Gopherus polyphemus*), Florida Sandhill Crane (*Grus canadensis pratensis*), Snowy Egret (*Egretta thula*), White Ibis (*Eudocimus albus*), and Sherman's fox squirrel (*Sciurus niger shermani*).

Southern Bald Eagle (*Haliaeetus leucocephalus*)

State and Federally Listed as "Threatened"

Protection Status and Management Recommendations

Currently the Bald Eagle (*Haliaeetus leucocephalus*) is listed as "Threatened" by the FFWCC. The official delisting of the Bald Eagle from the Endangered Species Act took effect August 8, 2007. However, the eagle will remain protected under the Bald Eagle and Golden Eagle Protection Act and the Migratory Bird Treaty Act. These laws and regulations prohibit cumulatively harassing, disturbing, harming, molesting, pursuing this species or destroying its nests. The species occur from Florida north to Canada and Alaska. Two subspecies are recognized, a northern (*H. leucocephalus alascanus*) and a southern (*H. leucocephalus leucocephalus*). The northern subspecies may also be found in Florida during the winter, but does not nest in Florida. The Southern Bald Eagle usually nests in tall, healthy pine trees. Most of the nests in Florida are within one mile of the coast or a permanent body of water. Eagles will often rebuild in the same tree or another tree nearby if the original nest is lost to a storm. Eagles mate for life, but a new mate will be sought should one of the pair die. Two or three eggs are laid during the nesting season, which is usually from October 1 to May 15. The incubation period for this species is about 32 days. Bald Eagles are opportunistic feeders. While preferring fish, they will eat many kinds of live prey, as well as carrion, and even frequent garbage dumps. Migration may be more common among younger eagles. By April, Florida's eagles begin to move north, following the coastline through Georgia, the Carolinas, and Virginia.

One Bald Eagle (*Haliaeetus leucocephalus*) nest is identified by FFWCC as Nest # SU-031 and is located on the northeast portion of the site in a pine tree. Based on field verification this nest has been identified as last being active during the 2007 nesting season.

Nest Site Management

At its current location, the eagle nest is surrounded by a natural buffer consisting of wetlands and upland community types. Consistent with the National Bald Eagle Management Guidelines (USFWS, May 2007) the nest #SU-031 within the Landstone DRI shall maintain a 660 foot buffer around the nest with two large stormwater ponds between 330 and 660 foot buffers. Since nest #SU-031 is a relatively new nest (i.e., since 2006 nesting season), BTC has initiated a monthly monitoring schedule of this eagle nest during the breeding season (i.e., October - May) in order to maintain the current status of their nesting behavior. This will continue throughout permitting and construction phases. Furthermore, monitoring of the nest will be conducted when development activities occur within 660 feet of the nest during the nesting season (October 1 through May 15) pursuant to the USFWS's Bald Eagle Monitoring Guidelines (September 2007). In addition, pursuant to the USFWS's Clearance Letter to Proceed with Construction Activities Adjacent to Bald Eagle Nests, June 5, 2006, no Federal coordination is required when construction activities occur outside the 660 foot buffer zone. Coordination with FFWCC will be initiated prior to any development activities with the Landstone Communities DRI. The applicant will follow the guidelines of the respective agencies to resolve all issues related to Bald Eagles.

Florida Sandhill Crane (*Grus canadensis pratensis*)

FFWCC Listed as Threatened

Protection Status and Management Recommendations

The Florida Sandhill Crane (*Grus canadensis pratensis*) is listed as "Threatened" by the FFWCC and is protected under the Federal Migratory Bird Treaty Act. With respect to land development, nesting success is the primary concern of the respective regulatory agencies. Therefore, protection typically consists of the preservation of nests and adequate buffering from activities related to construction.

The Florida Sandhill Crane ranges throughout the Florida peninsula from the Okefenokee Swamp to the Everglades. Cranes usually nest in marshes with standing water and emergent vegetation where much of the surrounding habitat is pasture (Walkinshaw, 1981 Crane Workshop). Sandhill Cranes use open upland, including improved pasture and agricultural croplands, and transitional habitats for foraging (Nesbitt and Williams, 1990). Nesting usually begins in January and may extend through August. In Central Florida, the average egg-laying date is usually between February 22 and March 3. The average clutch size is two eggs. Incubation lasts for 29-31 days.

The Florida Sandhill Crane (*G. canadensis pratensis*) is one of six subspecies of Sandhill Cranes. Only one other subspecies of Sandhill Crane, the Greater Sandhill Crane (*G. canadensis tabida*), exists within Florida. The Greater Sandhill Crane is a wintering migrant in Florida, arriving in north Florida during October and November and beginning spring migration in late February (Williams and Phillips, 1972). Florida Sandhill Cranes and Greater Sandhill Cranes are indistinguishable; however, Sandhill Cranes observed in Florida between May and September can be assumed to be the Florida subspecies. The Greater Sandhill Crane does not nest in Florida.

Observations and Surveys for Sandhill Cranes

During many visits to the Landstone Communities DRI, Sandhill Cranes were observed foraging in the Improved Pasture and Freshwater Marsh areas located within the property. However, nesting has not been observed. In fact, all of the on-site wetlands are ephemeral wetlands, which fluctuate from wet and dry during the rainy and dry seasons. Even then, it would require an above average amount of rain water to flood these wetlands. Even if heavy rains inundate the property it is unlikely that the on-site wetlands will ever provide quality nesting habitat, because these wetlands have very short hydroperiods (i.e., surface water leaches through the soil quickly). Based on the past two years of various wildlife surveys, it has become apparent that the water levels within the on-site wetlands fluctuate so drastically that they do not provide quality nesting habitat for Florida Sandhill Cranes.

In any event, to minimize any potential impacts to this species, Sandhill Crane nest surveys will be performed at the project site during the upcoming nesting season (January – June, 2008), as well as every nesting season through buildout. The surveys will be performed in accordance with the survey methodology found in Ecology of the Florida Sandhill Crane (Stys, 1997). The surveys will continue to occur monthly and will include all suitable nesting habitats on the subject site during the nesting season. Surveys will consist of 100% visual evaluations of each freshwater marsh suitable for cranes (i.e., maidencane/pickerelweed marsh), on a monthly basis during the nesting season (January - June). Binoculars and aerial photographs will be utilized during the surveys.

Since nesting has not been observed thus far and the fact that the on-site wetlands lack the necessary hydrology for crane nesting, BTC is confident that continued monitoring on a yearly basis throughout all phases of construction will reduce, if not eliminate, any potential for impacts to this species should nesting occur. However, if the on-site wetlands continue to lack hydrology and monitoring proves absence of nesting cranes BTC shall submit a mid-season monitoring report in April describing current site conditions and/or the presence or absence of Florida Sandhill Cranes.

Management Plans

There were no observations of crane nests during the official surveys that took place during the 2006 and 2007 nesting seasons. However, due to the presence of potentially suitable habitat, the management plan will include continued monitoring until completion of the project. As ± 635 acres of potential nesting habitat and ± 727.6 acres of upland preservation are being proposed within the Landstone Communities DRI, the proposed activities are not anticipated to have an impact on this species, even if nesting is identified. Furthermore, there are thousands of acres of improved pastures and wetlands immediately adjacent to the Landstone Communities DRI that also provide better foraging and nesting habitat for this species. Landstone Communities' Sandhill Crane management plan targets nesting habitat and foraging habitat. To foster nesting opportunities, the wetlands most suitable for crane nesting within the project site will be preserved, maintained and improved where possible. These areas include the large marshes in the southeast region of the project. Based upon the project design, none of these areas are proposed for impact.

The lower-quality wetland areas within the site are less suitable for nesting cranes. Specifically, these areas are typically dominated by bahiagrass, carpetgrass, and other undesirable species and are relatively dry in normal conditions. Those areas that will remain in the post-development condition will be subject to a management plan that included the control of the undesirable species and promotes recruitment of desirable species, such as maidencane and pickerelweed. These activities should increase the amount of available nesting habitat and provide functional benefits to several other wildlife species. Additionally, elimination of the nuisance species will increase the available wetland foraging habitat for cranes.

In addition to the preserved upland buffer areas and wetlands, a 70-acre regional park and several other upland areas (e.g., "green areas", "open space", and transitional areas) will be provided and incorporated into the "wildlife corridor" system. This acreage will be substantial and provide additional high-quality foraging habitat for Sandhill Cranes. Sandhill Cranes also commonly utilize residential yards and other grassy areas as upland foraging areas. These areas will be widely available throughout the project for use by cranes.

Because the majority of the suitable nesting habitat at the site will be preserved and/or enhanced, the proposed activities are not anticipated to have an impact on nesting by this species. However, the appropriate wildlife agencies will be informed if nesting is identified. All agency requirements will be satisfied, including the establishment of buffer zones and other mechanisms that would reduce the potential for disturbance. Aside from the on-site areas that are suitable foraging habitat for cranes, additional foraging habitat is widely available throughout this region. Nature preserves, pastureland areas, golf courses, park areas, sports fields, and a variety of other open areas currently exist and provide upland foraging areas for cranes.

Gopher Tortoise (*Gopherus polyphemus*)

FFWCC Listed as “Threatened”

Protection Status and Management Recommendations

The gopher tortoise (*Gopherus polyphemus*) is classified as a “Threatened” by FFWCC. The basis of the “Threatened” classification by the FFWCC for the gopher tortoise is potential habitat loss and destruction of burrows. Gopher tortoises are commonly found in areas with well-drained soils associated with xeric pine-oak hammock, scrub, pine flatwoods, pastures and abandoned orange groves.

Gopher tortoises occupy a wide range of upland habitat types; however suitable habitat is generally characterized by the presence of well-drained, sandy soils; an herbaceous groundcover; and an open canopy with sparse shrub cover. Upland pedestrian and vehicular surveys identified active and/or inactive gopher tortoise burrows within all upland community types with the exception of dense areas of live oak. Considering the distribution of gopher tortoises across the property and the wide range of habitats considered to be suitable for the gopher tortoise, all undeveloped uplands adjacent to the project area could potentially contain gopher tortoise populations.

Observations and Surveys for Gopher Tortoises

BTC staff conducted an extensive gopher tortoise survey pursuant to the survey methodologies outlined in Ecology and habitat protection needs of gopher tortoise (*Gopherus polyphemus*) populations found on lands slated for large-scale development in Florida (Cox and Kautz, 1987). The burrows of this species were identified within most of the upland cover types (i.e., Improved Pasture, Woodland Pasture, Pine Flatwoods and Coniferous Plantation) associated with the Landstone Communities DRI site.

A nearly 100% survey (map G-1) was obtained within the open areas (e.g., improved and woodland pastures); however, as little as 15% were obtained from the dense pine flatwoods and live oak areas. Based on the extensive surveys conducted on the subject site, a total of 820 gopher tortoise burrows were observed and/or extrapolated to inhabit the upland portions of the study area (see Map G). Of these 820 burrows 75 were deemed abandoned at the time of the surveys. This resulted in a total of 745 viable gopher tortoise burrows (active and inactive) have been documented or assumed. After the application of the Auffenburg-Franz factor (0.614), we estimate that approximately 458 (457.43) tortoises are estimated to inhabit the study area. The actual number of tortoise burrows may increase or decrease depending on if more or less burrows are identified at the time of permitting. Since a large portion of the pine flatwoods and the dense live oak areas were extrapolated from a 15% survey, it is distinctly possible that densities for these areas will be much lower than expected. For planning purposes, however, BTC is confident that the population of 458 tortoises is conservative and will likely result in fewer actual tortoises. According to current guidelines, gopher tortoise

surveys should be conducted within 90 days of permitting and should occur at least six months prior to construction activities.

Management Plan

Pursuant to current gopher tortoise management guidelines as many as 3 tortoises per acre will be relocated to on-site gopher tortoise preserve. As such, based on the ± 158 Gopher Tortoise Preserve (i.e., 100-acre GT Preserve + 58-acre contiguous wildlife corridor) and an additional ± 569.6 acres of upland preservation, all gopher tortoises that are within 25 feet of development will be relocated to one of the on-site preservation areas. Depending on habitat quality, gopher tortoises found within 25 feet development activities can be relocated to an on-site gopher tortoise preserve at a density of up to 3 tortoises per acre. As such, 158-acre GT Preserve alone can support up to 474 relocated tortoises. The additional ± 569 acres of scattered upland preservations can support up to 1,707 tortoises depending on the quality of habitat.

The gopher tortoise preserve will be managed to provide forage vegetation including a mixture of grass and herbaceous forage plants. The forage areas will be periodically mowed to manage the vegetation. The preserve will be mowed outside of the peak reproductive period for tortoises, which is between May to June. Mowing will enhance grass growth and provide disturbance for additional broadleaf forage plants to develop. Mowing or hay harvesting will control the growth of grass and weeds at heights that are ideal for tortoise. The person mowing the site will be educated on the appearance of a gopher tortoise burrow and will be instructed to keep an adequate distance away from the burrow so as to not cause any harm to the tortoises or their burrows.

Sherman's Fox Squirrel (*Sciurus niger shermani*)

FFWCC Listed as "Species of Special Concern"

Protection Status and Management Recommendations

Fox squirrels were observed with the oak dominated area along the western boundary of the subject site. This mammal is classified as a "Species of Special Concern" by FFWCC. There are three subspecies of fox squirrel in Florida. Only one, *Sciurus niger shermani*, occurs in central Florida. The primary habitat utilized by the fox squirrel includes the longleaf pine, turkey oak, live oak, sandhill and flatwoods communities. Pine cones and acorns may be a major source of food. Nesting is done in cavities of trees and also in nests constructed of leaves. Live oaks are usually chosen for nesting, and Spanish moss provides lining of the nest. Two breeding seasons occur from the end of November into January and over a longer period during the summer, beginning with conception in May or June. Average litter size is slightly more than two. The young remain in the nest for about 75 days, and are weaned at 90 days. Sexual maturity is reached at 1 year of age. Sherman Fox Squirrels are diurnal and usually solitary except during mating season. Home range is about 75 acres.

There are three (3) areas on the property where Sherman's fox squirrels were repeatedly observed. All three of these areas will be preserved and managed in order to maintain the open park-like habitat characteristics preferred by this species. In addition to the protection of onsite wildlife, the travel and movement of offsite wildlife was also evaluated and incorporated into the project design. A wildlife travel corridor having a average width of 100-feet (50 feet on each side) will be established along the central canal that transverses the site in a southeast to northwest direction. This corridor was established to maximize the use of native habitats and existing wetlands, and will provide an effective north-south dispersal route through the project site.

Management Plan

The primary management plan for this species centers around the preservation of as many live oak and pine trees as possible, as well as some planting of these species in the areas proposed for development. While preservation of ± 635 acres of ephemeral wetlands and ± 727.60 acres of native uplands alone should provide ample nesting and foraging habitat for fox squirrels, landscape planting of trees will also occur as part of the development. This should provide increased nesting and foraging habitat for the fox squirrel in the post-construction condition. The vast majority of adjacent lands to the east and northeast consist of improved pasture and herbaceous wetlands. These large open habitats are considered suboptimal habitat for this species. However, large areas to the south and northwest of the subject property do provide adequate off-site habitat for fox squirrels. As such, the proposed wildlife corridor (100 – 150 ft canal buffer) will aid in providing an effective north-south dispersal route through the project site to off-site habitat for this species.

White Ibis (*Eudocimus albus*), Snowy Egret (*Egretta thula*), Tri-colored Heron (*Egretta tricolor*), and Little Blue Heron (*Egretta caerulea*)
State Listed as "Species of Special Concern"

Protection Status and Management Recommendations

The White Ibis, Snowy Egret, Tri-colored Heron and Little Blue Heron are currently listed as a "Species of Special Concern" by the FFWCC. The basis of the need to protect these species ranges from nesting habitat to previous commercial exploitation for plumage. Protection mostly focuses on the protection of rookery habitat.

Observations and Surveys at Landstone Communities

These species frequent herbaceous wetland systems within the property, such as the Freshwater Marsh areas. Use is basically related to foraging activities.

Management Plan

Impacts to these species are considered negligible because the subject site contains little, if any, rookery habitat and the most suitable on-site wetland/surface water systems on the site will be preserved in the post construction condition. In addition, stormwater ponds are to be constructed with the proposed plan, which should provide additional habitat.

POTENTIAL LISTED FLORA & FAUNA

Based on the habitats that have been identified within the subject property, known ranges and habitat requirements of listed wildlife species, it is possible that additional listed wildlife and listed plant species could occur within the project site. These species include commensal wildlife, which share burrows with the gopher tortoise, and the following:

- Southeastern American Kestrel (*Falco sparverius paulus*)
- Peregrine Falcon (*Falco peregrinus*)
- Burrowing Owl (*Athene cunicularia floridana*)
- American alligator (*Alligator mississippiensis*)
- Eastern Indigo snake (*Drymarchon corais couperi*)
- Florida Scrub-jay (*Aphelocoma coerulescens*)

Southeastern American Kestrel (*Falco sparverius paulus*)

Protection Status and Management Recommendations

Two subspecies of the American kestrel occur regularly in state of Florida, *Falco sparverius paulus* and *F. s. sparverius*. Of the two, *F. s. paulus*, the Southeastern American Kestrel, is a permanent, non-migrating resident in Florida and is listed as 'threatened' by the FFWCC. In addition, the Southeastern American Kestrel is currently under consideration for federal listing under the Endangered Species Act. The population decline of the Southeastern American Kestrel in the state of Florida is primarily due to a reduction in suitable nest sites, in addition to a decline in foraging habitat quality.

The main purposes of the formal survey for the Southeastern American Kestrel was to determine the suitability for kestrels to utilize the on-site open habitat, to map the limits, if any, of on-site kestrel territory and to locate and record potential kestrel nesting sites. Field materials used to conduct the survey included a four-wheel drive vehicle, binoculars and a GPS unit. All potential kestrel habitats were traversed; alternating the direction of transects to eliminate direction of travel bias. Transects were made using a vehicle at approximately 0-10 miles per hour and supplemented with pedestrian surveys whenever necessary. Distance between transects varied depending on visibility. Observed kestrels, potential nest and perch sites, and transects were recorded using GPS technology (**Map G**). Pursuant to the Ecology and Habitat Protection Needs of the Southeastern American Kestrel (*Falco sparverius paulus*) in Large Scale Development Sites in Florida, FFWCC Nongame Wildlife Technical Report No. 13 (March 1993), the

survey was conducted one day per week for six weeks, during June 20 and 27, July 6, 12, 18, and 27, 2007. Due to the large size of the site, surveys began in the morning and were carried on through the mid-afternoon. Survey order was skewed daily to obtain accurate results.

SURVEY RESULTS

Approximately eighty percent of the subject site consists of forested vegetative communities with a canopy cover greater than 25%. However, large areas of open pasture adjacent to the subject site to the east, north and southwest, and several open areas of Improved Pasture and Coniferous Plantation exist within the northern portion of the subject site. The main focus of the survey was the Type I habitat areas (i.e., less than 10% canopy cover) within the subject property as well as off-site Type I or Type II habitats. No Type II habitat areas (i.e., greater than 10%, but less than 25% canopy cover) exist within the subject site boundaries. During the six weeks of the survey, no Southeastern American Kestrels were observed within the subject site. Several sightings were recorded on the neighboring parcel to the east.

Based on the results of this Southeastern American Kestrel survey, it is BTC's conclusion that while the Southeastern American Kestrel may utilize the surrounding pastures, this species does not utilize the habitat found within the Landstone Communities DRI. BTC has estimated that the improved pastures and herbaceous wetlands immediately adjacent to the subject property are in excess of 12,000 acres and provide far greater foraging and nesting habitat than the subject site provides. As such, impacts to this species are not expected as a result of developing the Landstone Community DRI.

Management Plan

Southeastern American Kestrels were not identified during any of the formal surveys or visits to the project site and there are no indications that this species is present. Therefore, additional surveys are probably not needed. If the Southeastern Kestrel is identified as nesting within the project site, coordination with the FFWCC will be initiated immediately. The applicant will adhere to all FFWCC guidelines. If required, applications for the appropriate permits will be submitted and issuance will be pursued.

Peregrine Falcon (*Falco peregrinus tundrius*)

Protection Status and Management Recommendations

Florida represents wintering habitat for the state-listed arctic subspecies of the Peregrine Falcon (*Falco peregrinus tundrius*). The Peregrine Falcon is commonly observed along Florida's coasts due to the presence of significant numbers of migrant shorebirds and waterfowl, which are a significant food source for this species.

Suitable foraging habitat (e.g., freshwater marsh, lake, prairies with an abundance of

waterfowl) does not exist within the project site. Significant populations of waterfowl have never been observed within the subject site. Wildlife surveys were performed on several occasions during 2006 and 2007 and there were no observations of Peregrine Falcons during these surveys or any other visits to the project site. In fact, nearly all of the wetlands within the site are ephemeral and during most years remain dry for months. Therefore, it is unlikely that this species will utilize the habitat within the Landstone Communities DRI.

Management Plan

Although there have not been any observation of Peregrine Falcons, surveys will continue throughout the development of the project. Should this species be identified, the FFWCC will be contacted and the appropriate actions will be implemented to address all issues related to this species.

Florida Scrub-jay (*Aphelocoma coerulescens*)

Protection Status and Management Recommendations

The Florida Scrub-jay (*Aphelocoma coerulescens*) is a species listed as Threatened by both the Florida Fish and Wildlife Conservation Commission (FWC) and the US Fish and Wildlife Service (USFWS). Preliminary surveys of the site were conducted on July 16-20, 2007, for the purpose of determining if the vegetative communities found within the Landstone Communities DRI are suitable habitat for scrub-jays. Survey methodology was determined by closely following the prescribed guidelines adapted from Florida Game and Fresh Water Fish Commission, Nongame Wildlife Program Technical Report No. 8 Ecology and development-related habitat requirements of the Florida scrub-jay (*Aphelocoma coerulescens*) (Fitzpatrick, et al., 1991), by the USFWS. During the survey, pedestrian and vehicular transects were used to survey the site. Playback stations were established an average of every 100 - 200 meters. Tape recordings utilizing a hand-held tape recorder, played at full volume, of Scrub-jay "scolding" calls, including the female "hiccup" calls, were utilized at each station for at least one minute in each direction. The vocalization recording was obtained from the Macaulay Library at the Cornell Lab of Ornithology.

Surveys were conducted during the early morning hours as prescribed by the USFWS guidelines, with the weather being acceptable on each survey date. Conditions on each day were moderate to clear with no precipitation and either calm to slight breezes during the survey times. No Florida scrub-jays were observed on the project site. In addition, no scrub-jays were heard responding to the taped vocalizations. Furthermore, it is unlikely that this species will ever utilize the habitat found within the property. This is mainly due to the lack of quality Scrub-jay habitat (i.e., open sandy areas).

Management Plan

Florida Scrub-jays have not been observed during the wildlife surveys or any other visits to the project site and this species is not anticipated to occur within the project boundaries in the future. However, any sightings or other evidence indicating the presence of this species will result in prompt communications with the FFWCC.

Burrowing Owl (*Athene cunicularia floridana*)

Protection Status and Management Recommendations

The Burrowing Owl (*Athene cunicularia floridana*) is listed by the FFWCC as a “Species of Special Concern”. Regulations prohibit the destruction of nests or nest burrows without a State permit. The preferred habitat of this species is open grasslands and pastures with minimal tree coverage. However, because of disappearing habitat, south Florida coastal areas are becoming more populated. The Burrowing Owl is a reluctant flyer, and will duck into a burrow when disturbed rather than take to flight. The owls may occupy previously excavated burrows, but often excavate their own. They are active both day and night, feeding primarily on insects, but also small lizards, frogs, snakes, and rodents. They lay from 5 to 7 eggs in the burrows, which they line with grasses, feathers, paper, roots and manure. Young birds emerge from the burrows at 10 days of age, but remain under parental care for longer. They begin to fly at six weeks.

According to the Comparison of Detection Probability Associated with Burrowing Owl Survey Methods (Conway and Simon, 2003), vehicular transects are more effective if the goal is to maximize the number of owls or nest site detected per hour of survey time, where as point-count surveys are more effective if the goal is to maximize the number of owls or nest sites located in a given area (i.e., owls are known to occur). As such, a minimum of 180 hours have been used to conduct numerous wildlife surveys (especially the gopher tortoise surveys) within the Landstone Communities DRI. The pasture areas (i.e., more accessible open areas) of the site were surveyed extensively for gopher tortoises and kestrels. The results of these surveys conducted never in the have never been observed during any of these surveys or any other visits to the project site.

Management Plan

Burrowing Owls have not been observed during the wildlife surveys or any other visits to the project site and this species is not anticipated to occur within the project boundaries in the future. However, any sightings or other evidence indicating the presence of this species will result in prompt communications with the FFWCC. If nesting occurs, this issue will be addressed in accordance with existing regulations and methodologies.

American Alligator

Protection Status and Management Recommendations

The American alligator (*Alligator mississippiensis*) occurs in a wide variety of wetland and aquatic habitats throughout Florida. The alligator is designated as a “Species of Special Concern” by the FFWCC and “threatened” by the USFWS. The classification and respective level of protection is primary due to similarity of appearance to other threatened or endangered crocodilian species.

Management Plan

Although the American Alligator has not been observed within the boundaries of the Landstone Communities DRI project, it could (or will) potentially colonize the subject site in the post construction condition, especially after the installation of numerous stormwater ponds. As such, an important aspect of protecting this species is to inform future residents not to feed alligators or allow their pets to roam freely near stormwater ponds. Should the situation change where potential impacts to alligators become apparent, coordination with the FFWCC will be initiated to address the specific issue.

Eastern Indigo Snake

Protection Status and Management Recommendations

The eastern indigo snake (*Drymarchon corais couperi*) is a large, docile, non-poisonous snake growing to a maximum length of about eight feet. The color in both young and adults is shiny bluish-black with some red or cream coloring about the chin and sides of the head. This species is known to occur throughout Florida and in the coastal plain of Georgia. Historically, the range also included southern Alabama, southern Mississippi, and the extreme southeastern portion of South Carolina. The indigo snake seems to be strongly associated with high, dry, well-drained sandy soils, closely paralleling the sandhill habitat preferred by the gopher tortoise. During warmer months, indigos frequent streams and swamps and are occasionally found in pine flatwoods. Gopher tortoise burrows and other subterranean cavities are commonly used as dens and for egg laying.

The decline of the eastern indigo snake is attributed to a loss of habitat due to such uses as farming, construction, forestry, pasture, etc., and to over-collecting for the pet trade. The snake's large size and docile nature have made it much sought after as a pet. Both indigos and rattlers may utilize burrows created by gopher tortoises at certain times.

Management Plan

Although there were no observations of indigo snakes during any of the surveys or other visits to the Landstone Communities property, this species is sometimes found in gopher tortoise burrows. Since gopher tortoises are known to exist within the property, appropriate attention regarding the potential presence of this species will be provided during any relocation efforts. In general, protection for this species centers on informing construction workers the difference between indigo snakes and other species (e.g., black racers) during site development. This can be accomplished by providing brochures to the contractors and posting informative signage in the construction areas describing the eastern indigo snake. In any event, all actions relative to indigo snake or gopher tortoise issues will be resolved in accordance with the requirements and guidelines of the FFWCC and all other appropriate agencies.

Gopher Tortoise Commensals

Protection Status and Management Recommendations

Although not observed or anticipated, several other listed species are recognized as “commensal species” with gopher tortoises. These species are sometimes present within gopher tortoise burrows, but may never be identified through standard surveys. Listed gopher tortoise commensals occurring in Central Florida include the gopher frog (*Rana capito*), Florida mouse (*Peromyscus floridanus*), and Florida pine snake (*Pituophis melanoleucus mugitus*).

Management Plan

If any listed commensal species is observed, the appropriate wildlife agencies will be immediately contacted. All issues related to the presence of any observed listed species will be addressed pursuant to the requirements of the FFWCC and the USFWS. If required, appropriate habitat protection or mitigation will be provided. The Landstone Communities plan will include relocation of gopher tortoises, if approved by the FFWCC. Any and all listed commensal species that are found during relocation will be relocated with the gopher tortoises, subject to the guidelines and/or requirements of the respective wildlife agencies.

Listed Plant Species

The “listed” flora that could potentially occur within the Landstone Communities site is provided in Table 1 of the ADA. The inclusion of these species is based upon their known range, the location of the project site, existing habitat within the project site, and information provided by the Florida Natural Areas Inventory (FNAI). None of the plant species listed plant species included in Table 1 was observed or expected to exist on the study areas. However, surveys for listed plant species were implemented.

Management Plan

Field surveys indicate that no plant species listed by either State or Federal agencies as endangered, threatened or special concern is known to exist within the project. The study areas were intensely surveyed in conjunction with the wildlife surveys to determine if any listed plant species exists on the site. Typically, the plants listed by the state and federal agencies are found in undisturbed habitat. Many of the vegetative communities on the subject site were historically cleared and most likely burned to the existing disturbed and low quality conditions. For the most part, the vegetative communities on the entire property have been substantially altered and disturbed from agricultural practices (i.e., creation of pastureland, drainage ditches, grazing of vegetation by cattle, crop production, and pine tree plantations). Therefore, it is very unlikely that any listed plant species exist on the subject site.

Should listed vegetative species be identified, the appropriate agencies will be contacted to address the issue. Pursuant to existing requirements and regulations, the appropriate actions will be taken to resolve any issues.

ON-SITE RESOURCES

The critical on-site wildlife resources include a few listed species and the corresponding upland and wetland habitat that they utilize for nesting, foraging and other use. Specifically, these resources include nesting Bald Eagles, gopher tortoises, Sherman's fox squirrel, Sandhill Crane foraging and potential nesting habitat, and potential foraging habitat for other listed wading birds. Appropriate preservation and maintenance of these areas will also benefit the non-listed species.

The larger and higher quality on-site wetland systems have been identified as important and desirable to maintain due to their potential to provide critical habitat for listed wildlife, if preserved and/or enhanced in accordance with the Wildlife Habitat Management Plan. The wetland areas include freshwater marshes that exist within the project boundaries. These areas are protected by federal, state and local agencies because of the functional and aesthetic benefits they provide.

Several on-site upland areas have been identified as important due to their potential to support listed species. The on-site upland areas include the some of the better oak-dominated areas and open-field (pasture) areas for gopher tortoises. Some of the oak-dominated areas contain specimen oak trees and may provide adequate or suitable habitat for Sherman's fox squirrel nesting. Some of the pasture areas may provide suitable foraging habitat for Sandhill Cranes.

LANDSTONE COMMUNITIES'S WILDLIFE CORRIDOR

The Regional Planning Council (RPC) and other entities and agencies that participate in the DRI process have expressed the need for the creation and preservation of specific important habitat for wildlife and the incorporation of these important areas and other “open” and “green-space” areas into a “wildlife corridor” that will be preserved and maintained in the post-development condition. The purpose of these corridors is to facilitate wildlife movement between different natural areas within the site and others located throughout the region.

In the current condition, the main canal that bisects the study area already acts as a true terrestrial wildlife corridor. Natural plant communities exist within the study area; however, areas east and west of the study area are limited to wetlands and highly-altered upland areas (i.e., active pastureland). Therefore, the goals of the project's Wildlife Habitat Management Plan includes the creation of corridors that improve the opportunities for wildlife movement between natural areas within the site and any natural areas that may exist on adjacent properties.

Identification of Important Habitats

Special attention was directed toward areas that currently support listed wildlife species or suitable nesting, foraging or other habitat critical to their life cycle. These areas include the majority of the wetland areas, areas dominated by larger oak trees, areas that would provide suitable habitat for gopher tortoises, and areas that may provide critical foraging habitat for cranes or storks.

The identification of important habitat, listed wildlife and similar resources that exist on adjacent properties were also identified. These resources were also considered so that any regional benefits would be incorporated into the Landstone Communities Wildlife Habitat Management Plan.

The locations of the various important habitat communities, wildlife and other resources are identified and illustrated in Map G.

Conceptual Plan Development and Wildlife Corridor Design

The proposed development plan incorporates basic design requirements, including adequate property access, appropriate roadway orientations to match roadway corridors established by the county and neighboring developments, and community design that is consistent with local and regional requirements and market demands (see Map H). With consideration of these basic design requirements, the most critical resources and habitats were connected through a series of existing natural plant communities and other “open space”, park and transitional areas. Special consideration was provided to incorporate areas into the corridor that were adjacent to critical habitats located in off-site areas. The

conceptual layout of the wildlife corridor is provided in attached Wildlife Corridor Exhibit.

The site conditions identified the presence of important on-site resources, such as the larger wetlands and large live oak dominated areas in the northwestern region of the project, and the Bald Eagle nest in the northeastern region of the project. Every attempt was made to interconnect these areas in the project design.

The wildlife corridor areas will include elements of preservation, including conservation easements, and/or specific restrictions in the HOA or CDD documents. All preserved wetland areas and upland buffers will be protected through conservation easements, as required by the water management district.

Corridor Orientation and Off-site Resources

The main canal that bisects the Landstone Communities DRI already serves as an extensive wildlife corridor. In a post development condition, the main canal along with a 75 foot average and 50 foot minimum upland buffer will remain a natural feature within this landscape and will continue provide mobility for both wetland and upland dependent species. The proposed preservation areas (i.e., upland and wetlands) are intended in the design to provide a funneling effect for wildlife movement from the gopher tortoise preserve to the preserved uplands and wetlands in the southern and eastern regions of the property. The largest wetland areas within the Landstone Communities DRI project exist in the central and southern regions of the property. These wetland areas consist of freshwater marsh systems and will be incorporated into the on-site corridor concept through maintaining a connection between these areas and the upland preservation areas located throughout the study area. Fencing will be utilized to provide a separation from the developed areas and the preservation areas by providing a funnel effect for wildlife movement. The applicant is proposing these connected preserves in an effort to minimize habitat fragmentation.

Landstone Communities's Benefits to Off-site Wetlands and Wildlife

To preserve, maintain and improve the potential relationship between wildlife that may use these on-site wetlands and those wetlands on the adjacent properties, the Landstone Communities plan includes the preservation of the ±635 acres of larger and higher-quality on-site wetland systems and adjacent upland buffer zones (i.e., 50-foot average and 25-foot minimum width for regionally significant wetlands and 25-foot average and 15-foot minimum width for remaining wetlands). Additionally, water quality and vegetative composition will be improved through elimination of cattle, pastureland management practices, and the implementation of a plan to control and eliminate nuisance and exotic species. The result of these activities will maintain and improve the qualities of the wetlands that support listed species that utilize these areas and to complement the values provided by the wetlands on the adjacent properties.

WETLANDS, IMPACTS, & MANAGEMENT

The Landstone Communities DRI project includes 690.91 acres of wetlands and 20.50 acres of surface waters. The proposed project design will include certain unavoidable impacts to a relatively small area of these wetlands and surface waters. These impacts are required to facilitate basic design requirements, roadway access to major roadways, minimum roadway turning radii to meet minimum safety requirements, access to upland areas, and other design characteristics necessary to meet local, regional and other agency requirements. However, the project design will incorporate practicable design alternatives to minimize these impacts.

Impacts

Certain wetland impacts are anticipated to be unavoidable in the final design. These impacts will be limited to small, isolated wetland systems that exist throughout the subject property. These wetland areas provide relatively lower function than the larger systems. Additionally, small, isolated wetlands are more difficult to maintain in the post-development condition. This is because they become land-locked within development. Access for non-avian wildlife is typically reduced and it is typically difficult to maintain appropriate hydroperiods in smaller systems.

Additional surface water impacts will be required to cross the canal that bisects the property. These crossings will be required to access the uplands in the southwest region of the property. The applicant is proposing three crossings, one major crossing and two minor crossings. The major crossing is the multiple lane spine road C.R. 501 extension. The two minor crossings are secondary feeder roads, one on the northern portion of the canal and one on the southern portion of the canal. These crossing impacts will be minimized by providing walls, large culverts, or possibly a bridge.

As required by the respective regulating agencies, wetland impacts that cannot be practicably avoided will require mitigation. As required by the respective agencies, the amount of mitigation will be determined through the methods required by existing legislation (e.g., the State of Florida's Uniform Mitigation Assessment Methodology, Chapter 62-345, Florida Statutes).

Wetland Management and Monitoring

The wetlands (635 acres) and surface waters (20.2 acres) to exist in the post construction condition will be preserved and enhanced. This will include the remaining freshwater marshes, slash pine swamp and the canal within the subject property. The quality of the systems being preserved and enhanced is greater than the quality of the systems being impacted. The preserved and enhanced systems will also be monitored and maintained in perpetuity in conjunction with the SWFWMD permit and conservation easement conditions. These conditions will ensure that the preserved and enhanced wetlands will remain in a natural and undisturbed state. Specific management practices being

employed within the preserved and enhanced wetland areas include hand clearing and/or herbicide application as required. These management practices will be performed in an effort to control and eradicate any establishment of nuisance, noxious, invasive or opportunistic species within these areas.

The canal proposed as preservation is hydrologically connected to Lake Panasoffkee. The proposed protection and management of these areas will directly contribute to the sustained and possible improvement of water quality within the Withlacoochee River Drainage Basin. This will be achieved by providing more treatment and stormwater management in post development as opposed to pre development.

Wetland Monitoring

Several methods will be utilized in order to monitor the condition and status of the wetland preservation and enhancement areas. The following paragraphs will describe these methods: Vegetative Surveys, Hydrological Surveys, and Wildlife Surveys.

Vegetative Surveys

A qualitative vegetative survey will be performed throughout the Preservation Areas and Enhancement Areas during each separate monitoring event. Observations of vegetative cover will be recorded and evaluated in order to determine the status of the particular area. Photographic documentation and notes of vegetation health will be recorded in order to achieve an overall view and analysis of these areas.

Hydrological Surveys

Staff Gauges will be established within certain Wetland Preservation Areas. The placement of the staff gauges will be strategic in order to get a complete analysis of the water levels within the wetland systems.

Wildlife Surveys

General wildlife observations will be recorded as well as the type (i.e. roosting, calls, roosting, rubs, scats, tracks, and activity). Genus and species will be provided in a table. The location of the wildlife within the Wetland Preservation Areas and Wetland Enhancement Areas will also be recorded.

Reporting

An annual monitoring report for the Wetland Preservation Areas and Wetland Enhancement Areas will be submitted to the District for a period of five years. The records of the monitoring information will include the following:

- 1) The date, exact place, and time of sampling or measurements.
- 2) The person responsible for performing the sampling measurements.
- 3) The analytical techniques or methods used.
- 4) The result of such analyses including:
 - a) Panoramic photographs of the upland/wetland areas.
 - b) Qualitative analysis of all vegetation.
 - c) Wildlife utilization.
 - d) A description of any problems encountered during the evaluation.

The intent of this project is to provide the District with qualitative results of the Wetland Preservation Areas. Perpetual maintenance will be performed on a regular basis in order to ensure the integrity and viability of the preservation areas. To demonstrate that the mitigation is successful, the following criteria must be maintained.

- 1) 0% coverage of Category 1 exotic vegetation immediately following a maintenance activity.
- 2) Coverage of exotic species shall not exceed 5% and coverage of nuisance plant species shall not exceed 10% of total cover between maintenance activities.

The Category I and Category II designations of Invasive Plant Species is from the List generated by the Florida Exotic Pest Plant Council in 2007. Category I exotics are defined as plants that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. Category II exotics are defined as plants that have increased in abundance or frequency, but have yet altered Florida plant communities to the extent shown by Category I species.

The annual report will also include Photographic Documentation, Water Level Data and Observed Wildlife.

Buffer Zone/Preserved Uplands Management

The Landstone Communities management plan will include the restoration of native vegetation and control of undesirable vegetation in the upland areas that are immediately adjacent to the wetlands that will remain in the post-development condition. This restoration will be done through the removal of the cattle and elimination of woodland pasture management activities, such as mowing and similar activities that hinder the success of native upland vegetation. Additionally, nuisance and exotic species will be eliminated through hand-removal and selective application of safe and appropriate

herbicides. These activities will promote the recruitment and growth of native desirable species.

As indicated in the preceding sections, upland buffer zones will be provided between all construction activities and those wetlands that will remain in the post-development condition. These upland buffer zones will be a minimum of 15 feet in width and average 25 feet in width (the canal will be a minimum of 50 feet in width and average 75 feet in width). The only exceptions to these specifications will be where unavoidable wetland impacts occur.

Eliminating mowing and some of the other activities will allow some vertical growth to native vegetative cover, which will create habitat that is more conducive to nesting and denning, and will provide better cover for many native wildlife species. Additionally, the natural regeneration of native species will be further promoted by allowing native plants to achieve flowering and seeding heights; much of which was reduced or eliminated by grazing and logging.

The upland buffer zones will be maintained in perpetuity and protected by several mechanisms. During construction, these areas will be protected by requisite silt fences and/or other BMP's (Best Management Practices) in accordance with existing regulations and requirements. Additionally, conservation easements or other legal mechanisms will be provided to protect these areas.

Natural fire patterns have been disrupted for reasons of human safety and protection of structural properties, and they generally are no longer allowed to burn across the landscape. This subsequently has encouraged the refinement and adoption of prescribed fire as the tool of choice for management of natural areas on public lands and preserves. Therefore, prescribed fire will be the preferred tool for managing the preserved areas, and the attributes discussed above will guide application of fire to manage, maintain, and enhance area as high quality habitat for wildlife. Roller chopping will be utilized in other areas as a pre-treatment for prescribed fire in areas as needed.

The pine flatwoods and oak-dominated flatwoods (i.e., oak hammocks) cover types within each burn unit of the preserved areas generally will be burned on a targeted 5 to 10-year rotation. Warm season burns are preferred, but actual timing of burns will be dependent on field conditions and logistics. Logistical factors that may influence timing of burns include high winds, heavy rain events, etc., not lack of personnel, equipment, or management funds. The habitat attributes described above will be used to evaluate plant response to burns during surveys after treatment of an area has been completed to determine subsequent timing of burns to achieve desired results, or delayed to allowed growth of oaks to sufficient heights of up to six feet (Duncan et al. 1995).

No more than 25% of the preserved areas will be targeted for burning during a given fire season. Fire treatment will be scheduled within the entire Preserve within the first five years of implementation of this management plan. However, this schedule will be

dependent upon weather conditions and other logistical factors that do not include lack of personnel, equipment, or management funds. Each prescription burn will be planned and coordinated for authorization in accordance with guidelines and policies of the Florida Division of Forestry of the FDA.

Mitigation

Any wetland impacts will be offset through enhancement and preservation of the remaining wetlands and upland communities. Enhancement of these areas will be accomplished through the removal of cattle, elimination of woodland pasture management, and a maintenance program that will control nuisance and exotic species and encourage the establishment and growth of native desirable species. In the current situation, cattle actively use the wetland and adjacent upland areas. This use allows significant amounts of nitrogenous wastes to enter these wetlands directly and through surface water runoff. Eliminating the cattle from the wetlands and surrounding upland areas will improve water quality and vegetative composition. Additionally, the elimination of the other agricultural practices will eliminate the potential for related chemical pollutants entering the wetland areas.

Currently, several wetlands that are proposed to remain in the post-development condition contain significant amounts of nuisance and exotic species, including Peruvian primrose, Carolina willow, bladderpod, tropical soda apple, cattail and caesar-weed. An active maintenance plan will be implemented to control problematic species. Selective hand-removal of undesirables and the use of herbicides approved for use in wetlands will promote the recruitment and growth of desirable wetland vegetation. If necessary, some supplemental planting will be included in appropriate areas.

In addition to the wetland mitigation, upland mitigation will be provided through enhancement, and preservation of upland areas adjacent to wetland areas. Descriptions of the mitigation techniques are provided in the Wetland Buffers & Management section of this document (Page 28). All wetland, upland buffer, and any other mitigation areas will be protected through homeowner's association documents, conservation easements, or other legal mechanisms. Conservation Easements will be dedicated to a public entity (City of Wildwood, Sumter County, etc...). All maintenance activities will occur in perpetuity, pursuant to the requirements of the regulating agencies.

SUMMARY

The Landstone Communities Wildlife Habitat Management Plan provides equitable and practical opportunities for the creation of a large-scale development while maintaining existing wildlife and wetland resources, including foraging, nesting, and other supporting habitats. The plan minimizes impacts to wetlands and water resources to the greatest extent practical and provides compensation for all unavoidable wetland impacts. The wetland areas that remain in the post-development condition will be enhanced to promote wetland functions, including wildlife habitat. The plan also addresses specific and general

wildlife and support habitat and provides a long-term plan for the continued maintenance and protection of these areas. The plan also addresses regional concerns through specific protective mechanisms and habitat management, including the creation of wildlife corridors. The corridor design addresses regional concerns by extending to other known important habitats that exist on adjacent properties. The Landstone Communities plan is consistent with the objectives of the Withlacoochee Regional Planning Council in that it will support and promote the future well-being of environmental resources in this region of Central Florida.

1. (e) TIMED ITEMS – Approval requested for the Negotiated Settlement Agreement; the Proportionate Share Agreement; and the Amended and Restated Development Order for Landstone DRI

EXHIBIT C

LANDSTONE COMMUNITIES DEVELOPMENT OF REGIONAL IMPACT REVISED MAP H

REMOVED ITEMS - Approval requested for the Negotiated Settlement Agreement, the Proportionate Share Agreement, and the Amended and Restated Development Order for Landstone DRI

LEGEND

— PROPERTY LINE

POTENTIAL TRANSIT STOP

ACCESS

LAND USE

NEIGHBORHOOD MIXED USE CENTER

NEIGHBORHOOD COMMERCIAL CENTER

COMMUNITY VILLAGES (COM V)

RESIDENTIAL VILLAGES (RES V)

INDUSTRIAL

GOLF ⁽¹⁾

PROPOSED ROADS

PUBLIC FACILITIES

PARK/NATURE CENTER

PRESERVED WETLANDS ⁽²⁾

WETLAND BUFFER/UPLAND PRESERVATION ⁽³⁾

GOPHER TORTOISE PRESERVE

CANAL

STORMWATER MANAGEMENT AREA (SMA)

ARCHAEOLOGICAL SITE ⁽⁴⁾

MULTI MODAL TRAILS

NATURE TRAILS

POTENTIAL SPA/ WELLNESS FACILITY

Landstone Communities DRI Phasing Plan

Land Use	Phase 1	Phase 2	Totals
Residential	3,475 Units	4,550 Units	8,025 Units
Commercial/Retail	175,000 SF	477,500 SF	652,500 SF
Office	60,000 SF	90,000 SF	150,000 SF
Warehouse/Industrial	250,000 SF	250,000 SF	500,000 SF
Hotel	250 Rooms	-	250 Rooms
Mine	280 Acres	-	280 Acres
Golf Course*	18 Holes	-	18 Holes
Parks	75 Acres	6.1 Acres	81.1 Acres
Elementary School	0 Students	650 Students	650 Students

*The "Golf Course" land use may include (i) 18 holes of golf course with clubhouse and associated uses and or (ii) spa/wellness facility.

Footnotes:

⁽¹⁾ The golf use will include customary ancillary uses including a clubhouse with supporting shops and restaurant facilities, driving range, maintenance center, cart storage plus other customary supporting uses. The final location of the golf course will be subject to final design with the ratio of golf acreage to the acreage of the adjacent upland preservation to be maintained. Golf is considered as an alternative land use and at the option of the developer, may be eliminated and converted to residential, storm water, and an appropriate amount of open space. The conversion of golf to residential will not increase the total of 8,025 residential units.

⁽²⁾ The location and extent of the preserved wetlands shall be subject to jurisdictional limits determination of the various permitting agencies

⁽³⁾ The final location of the archeological site, if preserved, will be subject to field survey

⁽⁴⁾ The School site is to be co-located with the regional park. The final location of the school shall be subject to the direction of Sumter County School Board.

⁽⁵⁾ Includes a 25' buffer between all developed parcels and adjacent properties

⁽⁶⁾ A 330' buffer shall be preserved around the bald eagle nesting site as shown above

REVISED MAP H

LANDSTONE COMMUNITIES DRI

AUGUST 2, 2010

Akerman Senterfitt
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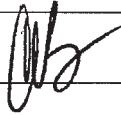
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MEMORANDUM

TO:	David Jordan, Esq. Bernard Piawah
FROM:	Cecelia Bonifay, Esq. 
DATE:	May 24, 2010
SUBJECT:	Amended & Restated Development Order (ARDO) for The Landstone Communities DRI

I have attached The ARDO for The Landstone Communities DRI. The ARDO reflects the changes made to the original Development Order adopted by the City of Wildwood as a result of the negotiations among the Department, the City of Wildwood, Sumter County and Landstone. The Withlacoochee Regional Planning Council circulated the ARDO to those agencies which had reviewed the original Development Order. The Landstone team made further modifications to the ARDO to respond to the agency comments.

I am also attaching a response from the Division of Historical Resources regarding the preservation/mitigation of the archeological site located on the property. We have included the DHR language verbatim in the ARDO. See Exhibit 1.

Also, attached is an email from Brad Cornelius at Sumter County indicating their agreement to process the adoption of the ARDO separately from the Proportionate Share Agreement (PSA). As you will recall, we have language in the ARDO which states that it will not become effective until the PSA is executed. See Exhibit 2.

Based on my review of all of the comments received the language of the ARDO has addressed the questions raised.

Once we have received the Department's sign-off, the City can advertise the ARDO for adoption.

Please give me a call if you have any questions regarding this matter. Your time and attention is appreciated as always.

CB/lj
Enclosure(s)

cc: Landstone:
Albert Praw, President
Charles Schetter, Vice President
Chuck Piper, Consultant
Mohammed Abdallah, PE, PTOE (Traffic Planning & Design)
John Miklos, President (Bio-Tech Consulting, Inc.)
Jay Baker, Project Manager (Bio-Tech Consulting, Inc.)
Brad Collett, ASLA, LEED AP (EDSA)

City of Wildwood:
Robert Smith, City Manager
Jerri Blair, Esq.
Melanie Peavy, Director Development Services
Jason F. McHugh, Development Services Coordinator

Sumter County:
Brad Arnold, County Administrator
Brad Cornelius, Planning Manager

Withlacoochee Regional Planning Council:
Bruce Day, Planning Director
Jason Garcia, Principal Planner

Wildwood Springs:
Dean Barberree, LEED AP, Land Development Vice President
Linda Shelley, Esq.

May 4, 2010

Mr. Scott Stroh III
State Historic Preservation Officer
Office of Cultural and Historical Programs
Division of Historical Resources
500 South Bronough Street
Tallahassee, Florida 32301

Attn: Ms. Laura Kammerer, Deputy State Historic Preservation Officer/Historic Preservation Supervisor

RE: **Revised Development Order—Landstone Communities DRI**
DHR Project File Number: 2007-7986

Dear Ms. Kammerer,

Attached please find language revising the archaeological resources condition of the Landstone Communities DRI Development Order. As we discussed on the telephone last week, Landstone Communities LLC would like the option to conduct a Phase 2 archaeological assessment of site 8SM475, which was previously recommended as potentially eligible for listing on the National Register of Historic Places (NRHP). The goal of the Phase 2 assessment would be to make a final recommendation as to the eligibility of this site for listing on the NRHP. Prior to conducting the Phase 2 assessment, a Work Plan would be sent to your office for review.

If you concur that the attached revised archaeological resources condition is acceptable to the Division of Historical Resources, please indicate by signing below. Thank you very much.

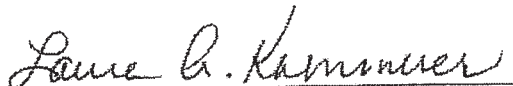
Sincerely,



Anne V. Stokes, Ph.D.
Principal Investigator

Cc: Chuck Piper, Landstone Communities LLC
Heather M. Himes, Esq., LEED AP, Akerman Senterfitt

The Division of Historical Resources concurs with the revised language for the Development Order.



Deputy State Historic Preservation Officer/
Historic Preservation Supervisor

5.14.2010

Date

2010-2204

Revision to Development Order for Archaeological Resources Condition at
Landstone Communities DRI

2. Archaeological Resources.

(a) The Phase 1 site assessment determined that Site No. 8SM475 is potentially eligible for listing on the National Register of Historic Places ("NRHP"). Therefore, the Developer shall either:

(1) preserve the approximately four (4) acre site surrounding Site No. 8SM475, with a twenty-five foot (25') buffer, as shown on Revised Map II (final location, if preserved, subject to field survey); or

(2) complete a Phase 2 assessment of Site No. 8SM475, prior to commencing any development activity, to determine if the site is eligible for listing on the NRHP. If the site is found to be eligible for listing on the NRHP the Developer shall work with the Florida Department of State, Division of Historical Resources to provide appropriate mitigation. If the site is found to be not eligible for listing on the NRHP, no further mitigation of consultation is required.

(b) In the event any archaeological artifacts are discovered during construction that are not associated with a recorded archaeological site, the Developer shall stop construction in that area and immediately notify the City, the WRPC, DCA and the Division of Historical Resources of the Florida Department of State. Proper protection measures complying with local ordinance shall be undertaken to the satisfaction of the City, DCA and the Division of Historical Resources and shall be provided by the Developer.

Excavation plans; or... if cannot be preserved

*L. Kammerer
5/14/2010*

Jefferson, Lisa (LAA-Orl)

1. (e) TIMED ITEMS – Approval requested for the Negotiated Settlement Agreement; the Proportionate Share Agreement; and the Amended and Restated Development Order for Landstone DRI

2

From: on behalf of Bonifay, Cecelia (Sh-Orl)
Subject: FW: Landstone DRI ARDO
Importance: High

From: Cornelius, Brad [mailto:Brad.Cornelius@sumtercountyfl.gov]
Sent: Monday, May 10, 2010 5:15 PM
To: Chuck P
Cc: Arnold, Bradley; Robert Smith; Melanie Peavy; Jason McHugh
Subject: Landstone DRI ARDO
Importance: High

Chuck,

This email is a follow up to our meeting with you last week (5/5/10) regarding the proposed Landstone DRI Amended and Restated Development Order (ARDO). As we stated in the meeting, we do not object to the proposal for the adoption of the ARDO with the effective date of the ARDO delayed until the adoption of the Transportation Proportionate Share Agreement by all parties.

Let me know if you have any questions.

Sincerely,
Brad Cornelius, AICP
Planning Manager
Sumter County
Division of Planning & Development
352.793.0270
brad.cornelius@sumtercountyfl.gov

***** Important Notice *****

The Board of Sumter County Commissioners is a public agency subject to Chapter 119 of Florida Statutes concerning public records.

***** Important Notice *****

The Board of Sumter County Commissioners is a public agency subject to Chapter 119 of Florida Statutes concerning public records.

5/24/2010